

**CITY *of* YORBA LINDA**

**REQUEST FOR PROPOSALS**

**FY 2023-24 PARKING LOT REHABILITATION**

**DEPARTMENT OF PARKS AND RECREATION**



**RFP Circulation Date:**

May 2024

**Proposals Submission Deadline:**

No later than 9:00 AM (PST), Thursday, May 30, 2024

**City of Yorba Linda**

City Clerk's Office

4845 Casa Loma Avenue

Yorba Linda, California 92886

**City of Yorba Linda**  
**Request for Proposals**  
**FY 2023-24 Parking Lot Rehabilitation**

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HUD 4010

Wage Determination

**City of Yorba Linda**

**Notice Inviting Bids**

**FY 2023-24 Parking Lot Rehabilitation**

PUBLIC NOTICE IS HEREBY GIVEN that the City of Yorba Linda, as AGENCY, invites sealed bids for the above-stated project and will receive such bids in the offices of the City Clerk up to the hour of **9:00 a.m. on the 30<sup>th</sup> day of May 2024** at which time they will be publicly opened and read aloud.

The Contract Bid shall be submitted in a sealed envelope marked on the outside with the project title:

**“Sealed Bid for FY 2023-24 Parking Lot Rehabilitation”, and the Bidder’s name.**

The work generally consists of, but not limited to, implementation and maintenance of best management practices, removal of existing concrete improvements and construction of portland cement concrete (PCC) access ramps, sidewalks, curbs, curb and gutter and valley gutters. Construction also includes pavement preparation, pavement cold milling, construction of asphalt concrete (AC) base repairs, AC overlays and slurry seal. Replacement of existing and revised painted striping, pavement markings, and signs, are also included.

This is a Public Works project and is subject to award to the lowest bidder. This contract is structured like a Public Works contract. The award of this contract will be made at the discretion of the City, based on the evaluation of the proposal and the cost contained in the proposals submitted by contractors with responsive bids.

Proposal documents are available by contacting Kelly Ridenour at [kridenour@yorbalinga.gov](mailto:kridenour@yorbalinga.gov).

No bid will be received unless it is made on the enclosed bid forms. Each bid must be accompanied by cash, certified or cashier's check, or bond guarantee made payable to the City of Yorba Linda, for an amount equal to at least ten percent (10%) of the amount proposed; such guarantee to be forfeited should the firm to whom the contract is awarded fail to enter into the contract. All such guarantees will be held until the contract has been entered into.

The City reserves the right, after opening bids, to reject any or all bids, to delete portions of the work, or to make award to the lowest responsible bidder and reject all other bids; to waive any informality in the bidding; and to accept any bid or portion thereof; and to take all bids under advisement for a period of forty-five (45) days. Bids will be compared on the basis of the several items of work as shown on the Bid Sheets. Only such Plans, Specifications, and items of work as are appropriate shall apply to the work as bid.

*At the time of contract award, the Contractor shall possess a State of California Class A or B Contractor’s License for the work. All subcontractors shall have equivalent licenses for their*

*specific trades. The Contractor and all subcontractors shall have a valid **City of Yorba Linda** business license prior to commencing any work.*

**AGENCY** reserves the right to reject bond if, in the opinion of the AGENCY Attorney, the Surety's acknowledgment is not in the form included in the contract documents or in another form substantially as prescribed by law.

This is a partially Federally funded project, therefore the Davis-Bacon wage determination rates apply. Workers must be listed on the payrolls with the Federal wage classification that applies to the work performed. Higher State rates for comparable classifications must be paid. The applicable federal wage decision is the decision in effect ten (10) calendar days prior to bid opening (currently CA20240024, Mod 5, 2/23/24). The state wage determination is ORA-2020-2; it is available online at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

In accordance with provisions of Section 1773.2 (amended 1977) of the California Labor Code, copies of the prevailing rate of per diem wages as determined by the State Director of Industrial Relations are on file in the office of the City Clerk of the **City of Yorba Linda**. It shall be mandatory upon the CONTRACTOR to whom the contract is awarded and upon any subcontractor under him to pay not less than said specified rates to all workmen employed by them in the execution of the contract.

The **City of Yorba Linda** hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business and Women's Business Enterprises will be afforded the opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, or national origin in consideration for an award.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_

Marcia Brown  
City Clerk

City of Yorba Linda  
4845 Casa Loma Ave.  
Yorba Linda, California 92886  
714-961-7160

First Legal Advertisement:  
**Second Legal Advertisement:**

## City of Yorba Linda

### Request for Proposals

#### FY 2023-24 Parking Lot Rehabilitation

##### **A. OBJECTIVE KEY PROJECT ELEMENTS**

The City of Yorba Linda is requesting proposals from experienced asphalt and concrete firms. This Request for Proposal (RFP) provides information for asphalt and concrete firms to create and submit a proposal to provide professional services.

The work generally consists of, but not limited to, implementation and maintenance of best management practices, removal of existing concrete improvements and construction of portland cement concrete (PCC) access ramps, sidewalks, curbs, curb and gutter and valley gutters. Construction also includes pavement preparation, pavement cold milling, construction of asphalt concrete (AC) base repairs, AC overlays and slurry seal. Replacement of existing and revised painted striping, pavement markings, and signs, are also included.

##### **B. PROPOSAL DUE DATE**

Responses to this RFP are to be received no later than **9:00AM (PST) on May 30, 2024**, to the City Clerk's Office located at 4845 Casa Loma Avenue, Yorba Linda, CA 92886. Details of full submittal requirements are detailed in *Section I* of the RFP. It is the sole responsibility of the proposing firm to ensure that proposals are received prior to the closing time as late bids and non-responsive bids **will not** be accepted. Responses must conform to the requirements of this Request for Proposal ("RFP"). The City reserves the right to waive any irregularity in any proposal or to reject any proposal which does not comply with this RFP. Modifications to the RFP, including, but not limited to the scope of work, can be made only by written addenda issued by the City. Selection of the firm will be made solely by the City on criteria determined by the City. By submitting a project proposal, the firm agrees to all of the terms of the RFP, unless exceptions to the RFP or Agreement are stated by the firm in its project proposal. The successful firm will also be required to enter into an Agreement (See Appendix B) which includes the requirements of this RFP.

##### **C. RFP INQUIRIES**

All inquiries, questions, and requests for information related to this Request for Proposals should be directed to Brad Skeene, Parks and Facilities Superintendent via email at [bskeene@yorbalingca.gov](mailto:bskeene@yorbalingca.gov) and will only be accepted through **9:00AM (PST) on May 21, 2024**.

##### **D. ABOUT THE CITY**

The City of Yorba Linda is located in Orange County, California and is home of the Nixon Presidential Library and Museum. The City is located 25 miles southeast of Los Angeles and is situated in the Southern California Coastal region, 35 miles north of San Diego and 18 miles

inland from the Orange County beaches. The population is approximately 67,900, with the median housing value estimated at \$884,900 and the median household income at \$137,011. The City has a total area of 20 square miles and approximately 22,252 housing units with an average household size of 2.97 persons and average family size of 3.29 persons. The City was incorporated in 1967 and operates under the Council/Manager form of government. The five members of the City Council are elected at-large, who serve staggered four-year terms, with the Mayor being appointed annually by the Council Members. The City Council meets on the first and third Tuesdays of each month. The City of Yorba Linda's fiscal year begins on July 1 and ends on June 30.

#### **E. SCOPE OF WORK**

The work generally consists of, but not limited to, implementation and maintenance of best management practices, removal of existing concrete improvements and construction of portland cement concrete (PCC) access ramps, sidewalks, curbs, curb and gutter and valley gutters. Construction also includes pavement preparation, pavement cold milling, construction of asphalt concrete (AC) base repairs, AC overlays and slurry seal. Replacement of existing and revised painted striping, pavement markings, and signs, are also included.

**All work at Black Gold Golf Club must be performed in at least two phases to allow for partial use of the parking lot at all times.**

#### **F. PROCEDURE FOR SUBMITTING PROJECT PROPOSALS**

Proposals must be received at City Hall no later than **9:00AM (PST) on May 30, 2024**. Proposals received in the mail after this specified date and time, regardless of the date of their postmarks, will be **rejected**. Proposals must address the requirements of the RFP in the exact order set forth in *Section G*. They should be as concise as possible and must not contain any promotional, advertising, or display material.

#### **G. DATA TO BE SUBMITTED WITH PROJECT PROPOSALS**

This section defines the proposal format to be used by respondents. **All proposals shall be submitted in the format outlined below.** Any proposal that does not, in the sole opinion of the City, comply with the requirements, may be rejected. The City of Yorba Linda will receive competitive proposals from firms having specific experience and qualifications in the areas identified in this RFP. Under competitive negotiation procedures, the terms of the service contract, the price of the service, the method of service delivery, and the conditions of performance are all negotiable. A negotiated contract will be awarded to the firm that best meets the proposed needs at a reasonable price, not necessarily at the lowest price. The content and sequence of the information contained in each copy of the proposal shall be as follows:

- 1. Bids shall be clearly labeled “Bid for Facility and Park Landscape Maintenance Services” and include the Bidder’s name, and shall be submitted to:**

City Clerk’s Office  
City of Yorba Linda  
4845 Casa Loma Ave.  
Yorba Linda, CA 92886

- 2. The Bid shall be submitted no later than 9:00AM (PST) on May 30, 2024. Any bids submitted after that time will not be accepted.**
- 3. Bids shall be made upon the Bid Forms contained herein. All items shall be properly filled in; numbers shall be stated both in longhand and in figures. The signatures shall be in longhand. The completed Form shall be without alterations, interlineations, or erasures. If the bid is made by an individual, his name and mailing address must be shown. If made by a firm or partnership, the mailing address of each principal of the firm or partnership must be shown. If made by a corporation, the proposal must show the name of the state under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary, and treasurer.**
4. The Contractor to whom the award is made will be required to execute a Contract with the City in the form provided with this Notice Inviting Bids. The Specifications, Addenda, and such other documents, correspondence, or memoranda, which may subsequently be agreed upon in writing by the Contractor and the City, are to be incorporated by reference into this Contract.
5. The bidder shall make his bid with the understanding that the Specification and the applicable drawings are intended to cover all of the work to be done and, unless expressly excluded, any and all labor and materials not indicated therein but which may be necessary to complete any part of the work in a proper, substantial and workmanlike manner are to be furnished by the Contractor without extra charge or cost to the City.
6. The City reserves the right to reject any or all Bids and to waive any technical informality in any Bid.
7. Unless called for, Alternative Bids will not be considered.
8. Modification of Bids already submitted will be considered if received at the office designated in the Invitation for Bid by the time set for opening of bids. Telegraphic modifications will not be considered.



9. Bids shall be accompanied by a certified or cashier's check or an acceptable surety bond for an amount not less than ten percent (10%) of the Bid, made payable to the order of the City of Yorba Linda. Said check or bond shall be given as a guarantee that the bidder will enter into a contract if awarded the work and in case of refusal or failure to enter into said contract, the check or bond shall be forfeited to the City of Yorba Linda.
  
10. Before submitting a bid, Contractors shall carefully examine the Specifications and the form of the Contract, shall visit the individual sites of work, and shall fully inform themselves as to all existing conditions and limitations, and shall include in the Bid a sum to cover the cost of all items included in the Specifications and Contract Document.
  
11. Bids and modifications thereof, if any, shall be delivered to the office of the City Clerk, City of Yorba Linda, County of Orange, California, on or before the day and hour set for the opening of Bids in the Notice Inviting Bids, enclosed in a sealed envelope, and bearing the title of the work and the name of the bidder.

#### **H. START AND COMPLETION OF WORK**

The selected firm will be required to enter into the City's Standard Contract Services Agreement (Appendix B) for the project with the City, which must be fully executed by the firm prior to recommendation for contract award to the City Council. Upon approval from the City Council, the contract shall start on the date of the City Council meeting that was recommended for approval on. The completion date will be set forth within the Standard Contract Services Agreement.

#### **I. GENERAL REQUIREMENTS & ADDITIONAL INFORMATION**

##### ***1. Personnel***

The Agreement and Letter of Transmittal shall identify the Management Contact (representative authorized to sign an agreement for your firm) and Project Manager (person responsible for day-to-day management of project). The firm may change the Management Contact, Project Manager, and other supporting staff and specialists with prior written permission of the City.

##### ***2. Right to Extend Deadline and Request Additional Information***

The City reserves the right to extend the date by which proposals are due. During the evaluation process, the City also reserves the right, where it may serve the City's best

interest, to request additional information or clarifications from firms, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

**3. *Proposal Interpretations and Addenda***

Any change to or interpretation of the RFP by the City will be distributed to each firm or individual to whom an RFP has been sent. Additionally, written addenda will be posted to the City's website. Any such changes or interpretations shall become a part of the RFP for incorporation into any agreement awarded pursuant to the RFP.

**4. *Exceptions***

A respondent taking exception to any part or section of this solicitation shall indicate such exceptions in a separate section of the submitted proposal and such section shall be entitled "Exception of Conditions." Failure to indicate any exception will be interpreted as the respondent's intent to comply fully with the requirements of this RFP as written.

**5. *Applicable Laws Shall Apply***

The contract awarded shall be governed in all respect by the laws of the State of California, and any litigation with respect thereto shall be brought in the courts of the State of California. The company awarded the contract shall comply with applicable Federal, State, and local laws and regulations.

**6. *Collusion Among Respondents***

Each respondent, by submitting a proposal, certifies that it is not party to any collusive action or any action that may be in violation of State and Federal law.

**7. *Expenses Incurred and Public Record***

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to Public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), unless exempt. Any language purporting to render the entire proposal confidential or proprietary will be ineffective and will be disregarded.

**8. *Late Submissions and Nonconforming Terms and Conditions***

Any proposal received at the place designated in this RFP after the time specified for receipt will not be accepted or considered. Additionally, any proposal that includes terms and conditions that do not conform to the terms and conditions in this RFP is subject to rejection as non-responsive. The City of Yorba Linda reserves the right to permit the

respondent to withdraw non-conforming terms and conditions from its proposal prior to action by the Yorba Linda City Council to award a contract.

**9. *Withdrawal of Proposal***

Respondents may withdraw all or any portion of a proposal at any time during and after the review and award process, up to ratification of an agreement between the City of Yorba Linda and the designated agency.

**10. *Withdrawal of Request for Proposal***

The City of Yorba Linda retains at all times the right to cancel or withdraw this RFP, to refuse to accept a proposal from any respondent, and to modify or amend any portion of this RFP.

**11. *Conflict of Interest***

By signing the Agreement, the selected firm declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with the award of the Agreement or any work for the proposed project. For the term of the Agreement, no elected or appointed official, officer or employee of the City, during the term of his/her service with the City and for two (2) years following his/her termination of office or employment with the City, shall have any direct interest in the Agreement, or obtain any present, anticipated or future material benefit arising therefrom.

**12. *Confidential Information***

The City shall refrain from releasing firm's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify firm of its intention to release Proprietary Information. Firm shall have five (5) working days after receipt of the Release Notice to give City written notice of firm's objection to the City's release of Proprietary Information.

Firm shall also indemnify, defend, and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Firm fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

**City of Yorba Linda**

**Proposal**

**FY 2023-24 Parking Lot Rehabilitation**

TO CITY OF YORBA LINDA, as AGENCY:

In accordance with AGENCY's "**Notice Inviting Sealed Bids**," the undersigned Bidder hereby proposes to furnish all materials, equipment, tools, labor and incidentals required for the above stated project as set forth in the Plans, Specifications and Contract Documents therefore, and to perform all work in the manner and time prescribed therein.

Bidder declares that this proposal is based upon careful examination of the work sites, Plans, Specifications, Instructions to Bidders, and Contract Documents. If this Proposal is accepted for award, Bidder agrees to enter into a Contract with AGENCY and the unit and/or lump sum prices set forth in the following **Proposal Bid Sheet**. Bidder understands that failure to enter into a Contract in the manner and time prescribed will result in forfeiture to AGENCY of the **Bid Bond** accompanying this Proposal.

Bidder understands that a Bid is required for the entire work that the estimated quantities set forth in the Proposal Bid Sheet are solely to comparing Bids, and that final compensation under the Contract will be based upon the actual quantities of work satisfactorily completed. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts.

Bidder agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Bidder will comply with such provisions of that code before commencing the performance of this Contract if awarded to it.

Bidder certifies that, in all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, State or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

Bidder declares in the attached **Non-Collusion Affidavit** that the only persons or parties interested in this Proposal as principals are those named therein; that no officer, agent or employee of the AGENCY is personally interested, directly or indirectly, in this Proposal; that this Proposal is made without connection to any other individual, firm or corporation making a Bid for the same work; and that this Proposal is in all respects fair and without collusion or fraud.

Bidder's Information

Bidder certifies that the following information is true and correct:

Bidder's Name \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

Telephone ( ) \_\_\_\_\_

State Contractor's License No. and Class \_\_\_\_\_

Original Date Issued \_\_\_\_\_ Expiration Date \_\_\_\_\_

Contractor's DIR no. \_\_\_\_\_

The following are the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint ventures and/or corporate officers having a principal interest in this Proposal:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this Proposal are as follows:

\_\_\_\_\_  
\_\_\_\_\_

All current and prior DBA's, alias and/or fictitious business names for any principal having an interest in this Proposal are as follows:

\_\_\_\_\_  
\_\_\_\_\_

BIDDER'S NAME \_\_\_\_\_

LIST OF SUBCONTRACTORS

BIDDER proposes to subcontract certain portions of the work, and to procure materials and equipment from suppliers and vendors as follows:

Subcontractor name \_\_\_\_\_  
Address \_\_\_\_\_  
License No. and Class \_\_\_\_\_  
Percent of Total Contract \_\_\_\_\_  
Specific Items of Work \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor name \_\_\_\_\_  
Address \_\_\_\_\_  
License No. and Class \_\_\_\_\_  
Percent of Total Contract \_\_\_\_\_  
Specific Items of Work \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor name \_\_\_\_\_  
Address \_\_\_\_\_  
License No. and Class \_\_\_\_\_  
Percent of Total Contract \_\_\_\_\_  
Specific Items of Work \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor name \_\_\_\_\_  
Address \_\_\_\_\_  
License No. and Class \_\_\_\_\_  
Percent of Total Contract \_\_\_\_\_  
Specific Items of Work \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BIDDER'S NAME \_\_\_\_\_

**STATEMENT OF TECHNICAL ABILITY AND EXPERIENCE**

The Contractor is required to state what work of a similar character to that included in the proposed Contract he has successfully performed, especially for public agencies, and give references which will enable the City to judge his responsibility, experience, skill, and business and financial standing. Detail any involvement, past or current, relative to litigation or other disputes, if any, concerning your performance.

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BIDDER'S NAME \_\_\_\_\_

**REFERENCES**

The following are the names, addresses and telephone numbers for at least three public agencies for which Bidder has performed similar work within the past two years:

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**DESIGNATION OF SURETIES**

The following are the names, address and telephone numbers for all brokers and sureties from whom Bidder intends to procure insurance and bonds:

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\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Contractor



BIDDER'S NAME \_\_\_\_\_

**CONTRACTOR'S STATEMENT OF PAST CONTRACT DISQUALIFICATION**

The Contractor is required to state any and all instances of being disqualified, removed, or otherwise prevented from bidding on or completing any contract for construction or maintenance.

- 1. Have you ever been disqualified from any contract or has any contract to which you have been a party, been terminated for any reason?

Yes \_\_\_\_\_ No \_\_\_\_\_

- 2. If yes, explain the circumstances:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(attach additional sheets if necessary)

Date \_\_\_\_\_ Signature of Contractor \_\_\_\_\_

**PROPOSAL**

IN WITNESS WHEREOF, Bidder executes and submits this proposal with the names, titles, hands and seals of all forenamed principals this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

BIDDER \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

NOTARY PUBLIC \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_, as BIDDER, and as SURETY, are held and firmly bound unto **THE CITY OF YORBA LINDA** as AGENCY, in the penal sum of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which is ten percent (10%) of the total amount bid by BIDDER to AGENCY for the above stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT, whereas BIDDER is about to submit a bid to AGENCY for the above stated project, if said Bid is rejected, or if said Bid is accepted and a Contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void; otherwise it shall remain in full force and effect in favor of AGENCY.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

(Seal)

\_\_\_\_\_  
CONTRACTOR (CORPORATION) - TYPE

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary/Treasurer

NOTE: SIGNATURE OF CORPORATE OFFICIALS MUST BE NOTARIZED.

**BID BOND (PAGE 2)**

(seal)

\_\_\_\_\_  
SURETY's Name-Type

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_

By: \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

NOTE: SIGNATURE OF SURETY OFFICIALS MUST BE NOTARIZED.

BOND APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney - CITY OF YORBA LINDA

**NON-COLLUSION AFFIDAVIT**

STATE OF CALIFORNIA) ) SS  
COUNTY OF ORANGE )

\_\_\_\_\_, being first duly sworn, deposes and says that he is \_\_\_\_\_ (sole owner, a partner, president, etc.) of \_\_\_\_\_, the party making the foregoing Bid: that such Bid is not made in the interest of or behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other bidder to put in a sham Bid, or that anyone shall refrain from bidding; that said Bidder has not in any manner directly or indirectly sought by agreements, communication or conference with anyone to fix the bid price of said Bidder or of any other bidder, or to fix the overhead, profit or cost element of such bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed Contract; that all statements contained in such Bid are true and, further, that said Bidder has not directly or indirectly submitted his bid price, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection herewith, to any organization, bid depository or to any member or persons as have a partnership or other financial interest with said Bidder in his general business.

Signed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Title

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2024.

Seal of Notary \_\_\_\_\_  
Notary Public

BIDDER'S NAME \_\_\_\_\_

**BID SCHEDULE A – MOBILIZATION, TRAFFIC CONTROLS AND NOTIFICATIONS, AND BEST MANAGEMENT PRACTICES**

ITEM NO.	CONTRACT ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT TYPE	UNIT PRICE	TOTAL PRICE
1A	Mobilization	1	LS	\$	\$
2A	Traffic Control and Notifications	1	LS	\$	\$
3A	Best Management Practices - WPCP	1	LS	\$	\$

TOTAL BID SCHEDULE BID AMOUNT IN WORDS \_\_\_\_\_  
 \_\_\_\_\_

**BID SCHEDULE B – CITY HALL**

ITEM NO.	CONTRACT ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT TYPE	UNIT PRICE	TOTAL PRICE
1B	Roadway Excavation (Depth 7")	300	CY	\$	\$
2B	Construct 2" AC Surface Course Over 2" AC Base.	320	TON	\$	\$
3B	Construct 3" Aggregate Base.	120	CY	\$	\$
4B	Sawcut, Remove Existing Interfering Portions of Existing PCC Sidewalk, Curb and Gutter and Construct PCC Access Ramp Per Caltrans STD Plan A88A, Case Per Plan. PCC To Match Existing Color and Finish. <b>ADA</b>	1	EA	\$	\$
5B	Sawcut, Remove and Reconstruct PCC Curb Per SPPWC STD Plan 120-2, Type A1, Height = 6", Unless Otherwise Noted on Plan, Length Per Plan.	23	LF	\$	\$
6B	Remove Existing and Construct ADA Compliant Longitudinal PCC Gutter, Length Per Plan. Cross Slopes Shall be 5% Maximum Within Pedestrian Path. <b>ADA</b>	55	SF	\$	\$
7B	Signing and Striping	1	LS	\$	\$

TOTAL BID SCHEDULE BID AMOUNT IN WORDS \_\_\_\_\_

**BID SCHEDULE C – LAS PALOMAS TENNIS PARK**

ITEM NO.	CONTRACT ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT TYPE	UNIT PRICE	TOTAL PRICE
1C	Remove Existing AC Pavement 0.17' Uniform Depth - Cold Mill <b>ADA</b>	1,125	SF	\$	\$
2C	Clean, Rout and Seal all Cracks Greater than 1/8" in Width. Construct Type 1 Slurry Seal.	653	SY	\$	\$
3C	Sawcut and Remove 4" Depth of Existing AC Pavement and Subgrade. Remove Conflicting Tree Roots to 12" Minimum Depth. Place 4" Thick AC Over Compacted Native (95% Relative Compaction) to Backfill Root Excavated Area.	1	TON	\$	\$
4C	Clean, Rout and Seal all Cracks Greater than 1/8" in Width and Construct 0.17' Uniform Depth Asphalt Concrete Inlay (1.5% Max Surface Slope Each Direction Within ADA Stall and Aisle Limits). <b>ADA</b>	14	TON	\$	\$
5C	Sawcut, Remove Existing Interfering Portions of Existing PCC Sidewalk, Curb and Gutter and Construct PCC Access Ramp Per Caltrans STD Plan A88A, Case Per Plan. PCC To Match Existing Color and Finish. <b>ADA</b>	1	EA	\$	\$
6C	Sawcut, Remove and Reconstruct PCC Sidewalk (includes proposed red curb when required).	226	SF	\$	\$
7C	Sawcut, Remove and Reconstruct PCC Curb Per SPPWC STD Plan 120-2, Type A1, Height = 6", Unless Otherwise Noted on Plan, Length Per Plan.	100	LF	\$	\$
8C	Sawcut, Remove Existing Interfering Portions of Existing PCC Sidewalk and Construct Reinforced Concrete Stairway Per SPPWC 640-4.	50	SF	\$	\$

ITEM NO.	CONTRACT ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT TYPE	UNIT PRICE	TOTAL PRICE
9C	Remove Existing and Install Surface Mounted Detectable Warning Surface <b>ADA</b>	1	EA	\$	\$
10C	SIGNING AND STRIPING	1	LS	\$	\$

TOTAL BID SCHEDULE BID AMOUNT IN WORDS \_\_\_\_\_

\_\_\_\_\_

**BID SCHEDULE D – EASTSIDE COMMUNITY PARK**

ITEM NO.	CONTRACT ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT TYPE	UNIT PRICE	TOTAL PRICE
1D	Remove Existing AC Pavement 0.17' Uniform Depth - Cold Mill	7,590	SF	\$	\$
2D	Clean, Rout and Seal all Cracks Greater than 1/8" in Width. Construct Type 1 Slurry Seal.	6,969	SY	\$	\$
3D	Sawcut and Remove 4" Depth of Existing AC Pavement and Subgrade. Remove Conflicting Tree Roots to 12" Minimum Depth. Place 4" Thick AC Over Compacted Native (95% Relative Compaction) to Backfill Root Excavated Area.	6	TON	\$	\$
4D	Clean, Rout and Seal all Cracks Greater than 1/8" in Width and Construct 0.17' Uniform Depth Asphalt Concrete Inlay (1.5% Max Surface Slope Each Direction Within ADA Stall and Aisle Limits). <b>ADA</b>	95	TON	\$	\$
5D	Sawcut, Remove Existing Interfering Portions of Existing PCC Sidewalk, Curb and Gutter and Construct PCC Access Ramp Per Caltrans STD Plan A88A, Case Per Plan. PCC To Match Existing Color and Finish. <b>ADA</b>	1	EA	\$	\$
6D	Sawcut, Remove and Reconstruct PCC Sidewalk (includes proposed red curb when required).	765	SF	\$	\$



ITEM NO.	CONTRACT ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT TYPE	UNIT PRICE	TOTAL PRICE
7D	Sawcut, Remove and Reconstruct PCC Curb Per SPPWC STD Plan 120-2, Type A1, Height = 6", Unless Otherwise Noted on Plan, Length Per Plan.	100	LF	\$	\$
8D	Remove Existing and Construct Longitudinal PCC Gutter Per SPPWC 122-2, Length Per Plan.	265	SF	\$	\$
9D	SIGNING AND STRIPING	1	LS	\$	\$

TOTAL BID SCHEDULE BID AMOUNT IN WORDS \_\_\_\_\_  
 \_\_\_\_\_

**BID SCHEDULE E – BRYANT RANCH PARK**

ITEM NO.	CONTRACT ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT TYPE	UNIT PRICE	TOTAL PRICE
1E	Remove Existing AC Pavement 0.17' Uniform Depth - Cold Mill	486	SF	\$	\$
2E	Clean, Rout and Seal all Cracks Greater than 1/8" in Width. Construct Type 1 Slurry Seal.	1,517	SY	\$	\$
3E	Clean, Rout and Seal all Cracks Greater than 1/8" in Width and Construct 0.17' Uniform Depth Asphalt Concrete Inlay (1.5% Max Surface Slope Each Direction Within ADA Stall and Aisle Limits). <b>ADA</b>	6	TON	\$	\$
4E	Sawcut, Remove Existing Interfering Portions of Existing PCC Sidewalk, Curb and Gutter and Construct PCC Access Ramp Per Caltrans STD Plan A88A, Case Per Plan. PCC To Match Existing Color and Finish. <b>ADA</b>	1	EA	\$	\$
5E	SIGNING AND STRIPING	1	LS	\$	\$

TOTAL BID SCHEDULE BID AMOUNT IN WORDS \_\_\_\_\_  
 \_\_\_\_\_

**BID SCHEDULE F – BLACK GOLD GOLF CLUB**

ITEM NO.	CONTRACT ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT TYPE	UNIT PRICE	TOTAL PRICE
1F	Clean, Rout and Seal all Cracks Greater than 1/8" in Width. Construct Type 1 Slurry Seal.	9,207	SY	\$	\$
2F	Sawcut and Remove 4" Depth of Existing AC Pavement and Subgrade. Remove Conflicting Tree Roots to 12" Minimum Depth. Place 4" Thick AC Over Compacted Native (95% Relative Compaction) to Backfill Root Excavated Area.	35	TON	\$	\$
3F	Sawcut, Remove Existing Interfering Portions of Existing PCC Sidewalk, Curb and Gutter and Construct PCC Access Ramp Per Caltrans STD Plan A88A, Case Per Plan. PCC To Match Existing Color and Finish. <b>ADA</b>	5	EA	\$	\$
4F	Sawcut, Remove and Reconstruct PCC Sidewalk (includes proposed red curb when required).	487	SF	\$	\$
5F	Sawcut, Remove and Reconstruct PCC Curb Per SPPWC STD Plan 120-2, Type A1, Height = 6", Unless Otherwise Noted on Plan, Length Per Plan.	100	LF	\$	\$
6F	SIGNING AND STRIPING	1	LS	\$	\$

TOTAL BID SCHEDULE BID AMOUNT IN WORDS \_\_\_\_\_  
 \_\_\_\_\_

TOTAL BID SCHEDULE BID AMOUNT FOR A+B+C+D+E+F IN WORDS \_\_\_\_\_  
 \_\_\_\_\_

**TOTAL BID SCHEDULE BID AMOUNT FOR A+B+C+D+E+F IN NUMBERS** \_\_\_\_\_  
 \_\_\_\_\_

**CERTIFICATION OF PROPOSAL TO THE CITY OF YORBA LINDA**

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated May 2024, and to be bound by the terms and conditions of the RFP.
2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated May 2024
5. This firm understands that all work at Black Gold Golf Club must be performed in at least two phases to allow for partial use of the parking lot at all times.
6. The proposal shall be valid for 120 days from May 2024.

Name of Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## City of Yorba Linda

### General Specifications

#### FY 2023-24 Parking Lot Rehabilitation

##### Scope Of Work

The work generally consists of, but not limited to, implementation and maintenance of best management practices, removal of existing concrete improvements and construction of portland cement concrete (PCC) access ramps, sidewalks, curbs, curb and gutter and valley gutters. Construction also includes pavement preparation, pavement cold milling, construction of asphalt concrete (AC) base repairs, AC overlays and slurry seal. Replacement of existing and revised painted striping, pavement markings, and signs, are also included.

**All work at Black Gold Golf Club must be performed in at least two phases to allow for partial use of the parking lot at all times.**

##### Traffic Requirements

The Contractor shall provide delineation in accordance with, and comply with, the latest editions of the HPWA, APWA, the Work Area Traffic Control Handbook ("W.A.T.C.H." handbook) and the California Manual of Traffic Controls (refer to signage, barriers, and lane closure sections). No street closures shall be made without the prior approval of the City Representative and appropriate encroachment permit(s) as required.

##### Special Requests

The Contractor may be requested by the City representative to perform special tasks that are above the normal scheduled work (i.e., citizen requests, coordination with special work orders relative to City functions, special event preparation). It is intended that the Specifications are indicative of the work to be anticipated by the Contractor and will allow for reasonable additional work or altered work schedules at no additional cost to the City.

##### Project Inspections

Upon request, the Contractor will walk the project area with the City representative for the purpose of determining compliance with the Specifications or to discuss required work. Typically, the inspections are monthly and require the presence of the contract supervisor. Inspections may be required more frequently at the discretion of the City Representative.

##### Supervision And Skills

The Contractor shall assign a supervisor within the city limits of the City of Yorba Linda, working regular working hours for the duration of this Contract. **The supervisor shall have a minimum of five (5) years' experience.** The supervisor shall be capable of communicating effectively both

in written and spoken English and background must include experience on projects of the type presented in this specification.

**The Contractor shall outfit the supervisor with a cellular phone capable of receiving and making calls within the City limits and surrounding areas.**

### **Emergency Response**

The Contractor shall be available twenty-four (24) hours per day, seven (7) days per week to respond to all emergencies within two (2) hours of notification or "attempted notification." If Contractor cannot be notified or does not respond in a timely manner, any costs incurred, by the City to remediate the situation, will be paid by the Contractor.

### **License And Permits**

The Contractor shall have and maintain a valid **class A or B Contractor's license**. All applications of chemical controls, i.e., herbicides and pesticides, shall be done in compliance with governmental requirements. Personnel licensed by the State of California, Department Pesticide Regulation, shall do applications of such materials. Contractor will obtain any permits required by the county or other local governmental agency for the use of special chemicals. A report is required to be submitted monthly to the City which tracks the use of all pesticides and fertilizers used in landscape operations.

The Contractor and all subcontractors shall have a valid City of Yorba Linda business license prior to commencing any work.

### **Dress Code And Appearance**

All Contractors' personnel shall be required to wear a uniform shirt bearing the company name while on the project. Uniform shall present a neat and clean appearance of personnel at all times. The uniform shall consist of a shirt and jacket with the company name and employee name.

### **Safety Orders**

Contractor shall be responsible for providing a safe workplace and be responsible for compliance with standards and regulations of the California Occupational Safety and Health Act (Cal/OSHA), Federal Occupational Safety and Health Act (OSHA), California Division of Industrial Safety (CDIS), State of California Manual of Traffic Controls, California Department of Food and Agriculture (CDFA) Laws and Regulations, and any other applicable governmental law or City risk management standards.

### **Utility Requirements**

The Contractor is advised of the existence of the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Contractor with the precise locations of their substructures in the construction area when the Contractor gives at

least 48 hours notice to the Underground Service Alert by calling 1-800-422-4133. The contractor shall provide the agency with proof of contact with USA upon request. The Contractor shall notify the following agencies at least 48 hours in advance of excavating around any of their structures. The utility companies listed below can be contacted as indicated.

- |   |   |
|---|---|
| 1. Southern California Gas Company<br>1919 State College Boulevard<br>P.O. Box 3334<br>Anaheim, California 92803<br>Ron Reed (714) 634-3121 | 4. Yorba Linda Water District<br>1717 E. Miraloma Ave<br>Placentia, California 92870<br>Chuck Gray (714) 701-3000 |
| 2. AT&T<br>3939 East Coronado, Second Floor<br>Anaheim, California 92807  | 5. Time Warner Cable T.V.<br>20409 Yorba Linda Boulevard<br>P.O. Box 7777<br>Yorba Linda, California 92686        |
| 3. Southern California Edison Company<br>P.O. Box 2328<br>Fullerton, California 92633<br>Michelle Landrith (714)870-3228                    |   |

The California Public Utilities Commission mandates that, in the interest of public safety, main line gas valves be maintained in a manner to be readily accessible and in good operating condition. The Contractor shall notify the Southern California Gas Company's Headquarters Planning Office at (714) 369-0680 at least 2 working days prior to the start of construction.

The Contractor shall exercise extreme care to protect all existing utilities in place whether shown on the plans or not and shall assume full responsibility for all damage resulting from his operations. The Contractor shall coordinate with each utility company as to the requirements and methods for protection of their facilities during the construction period and shall be responsible for preparation and processing of any required plans or permits. The Contractor shall assume full responsibility for maintaining uninterrupted service for all utilities.

By submitting a bid, the Contractor acknowledges the above referenced utility work to be done in conjunction with this project. The Contractor shall schedule his work and conduct his operations so as to permit access and time for the required utility work to be accomplished during the progress of the work.

The Contractor shall coordinate with each utility company as to the extent of required work and the time required to do so. The Contractor shall include this time in his schedule. Payment for the above, if any, shall be deemed as included in the items of work as shown on the proposal bid sheet(s) and no additional compensation will be allowed.

**The City's Right To Do Work**

The City reserves the right to do any work as required within the contract area. If such alterations affect the provision of this Agreement, the Contractor will be asked to submit justification and an estimated cost as a result of the alterations.

### **Cooperation And Collateral Work**

The Contractor shall recognize that during the course of the contract other activities and operations will be conducted by the City and/or other contractors. These activities will include but are not limited to: turf and landscape maintenance; landscape refurbishment; irrigation system maintenance, modification or repair; construction; and storm related operations.

The Contractor may be required to modify or curtail certain operations and shall promptly comply with any request made by the City representative.

### **Flow And Acceptance Of Water**

It is anticipated that storm, surface or other waters will be encountered at various times and locations during the work herein contemplated. The Contractor, by submitting a bid, acknowledges that he has investigated the risk arising from such waters and has prepared his bid accordingly, and Contractor, by submitting a bid, assumes all of said risk.

### **Protection Of Property During Inclement Weather**

During periods of inclement weather, the Contractor will provide supervisory inspection of the project during regular working hours to prevent or minimize possible damage. The Contractor shall submit a report identifying any damage to the City representative attached to a site map identifying the location of damage and cost estimate to repair/replace.

It is the Contractor's responsibility for removing debris accumulated by winds or other typical or non-typical environmental conditions.

### **Protection Of Existing Facilities And Structures**

The Contractor shall exercise care in protecting from damage all existing facilities, structures, and utilities, both above surface and underground, on the City's property. Any damage to City property deemed to be caused by the Contractor's neglect shall be corrected or paid for by the Contractor at no additional cost to the City.

If the City requests or directs the Contractor to perform work in a given area, it will be the Contractor's responsibility to verify and locate any underground systems, (i.e., utility lines). This does not release the Contractor of the responsibility for taking reasonable precaution when working in these areas. Any damage or problems shall be reported immediately to the City.

### **Standard Specifications**

The Standard Specifications of the AGENCY are contained in the 2015 edition of Standard Specifications for Public Works Construction, including all supplements, as written and promulgated by the Joint Cooperative Committee of the Southern California Chapter of the American Public Works Association and the Southern California District of the Associated General Contractors of California. Copies of these Standard Specifications are available from the publisher:

Building News, Incorporated  
P.O. Box 3031 Terminal Annex  
Los Angeles, California 90051  
(213) 202-7775

The Standard Specifications set forth above will control the general provisions for this contract except as amended by the Plans, General Specifications, Special Provisions, or other contract documents.

The section numbers of the following Special Provisions coincide with those of the said Standard Specifications. Only those sections requiring amendment or elaboration, or specifying options, are called out.

In case of conflict between the Standard Specifications and the General Specifications or Special Provisions, the General Specifications and Special Provisions shall take precedence over and be used in lieu of such conflicting portions of the Standard Specifications.

References in the Special Provisions to Standard Plans shall mean the Standard Plans of the **City of Yorba Linda**, and where applicable, the Standard Plans of the County of Orange and State Department of Transportation, the current edition(s). Applicable Standard Plans for this project are contained in Appendix I of these Specifications.

**Where the Plans or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that the item is to be furnished and installed complete and in place and that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals, and do all the work involved in executing the contract.**

### **Wage Rates And Labor Code Requirements**

#### Wage Rates

The Contractor and all Subcontractors shall be required to adhere to the general prevailing rate of per diem wages as determined and published by the State Director of the Department of Industrial Relations, pursuant to Section 1770, 1773 and 1773.2 of the California Labor Code. Copies of these rates and the latest revisions thereto are on file in the Office of the Secretary of the Board of Directors and are available for review upon request.

Attention is directed to the provisions of Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the State Labor Code, excerpt copies of which are contained in Appendix II of these Specifications. Sections



1774 and 1775 require the Contractor and all Subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all Subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location.

### Apprentices

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade and if other Contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

### **Resolution Of Construction Claims**

Effective January 1, 1991, Section 20104 et seq. of the California Public Contract Code prescribes a process utilizing informal conferences, nonbinding judicially supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less.

"Public work" has the same meaning as in Section 3100 and 3106 of the Civil Code, ..." (20104 (b) (1)).

"Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the contractor pursuant to the contract for a public work and payment of which is not otherwise entitled to, or (C) and amount the payment of which is disputed by the local agency. (20401(b) (2)).

The following requirements apply to all contracts entered into after January 1, 1991, and all claims to which this section applies: (All references are to Section 20141.2 et seq.).

"(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

- (b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
  - (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
  - (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- (c) (1) For claims over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond on writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the local agency may have against the claimant.
  - (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
  - (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after the receipt of further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- (d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon request, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (e) If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

20104.4. The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

20104.6.(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law."

## **Method Of Payment**

### *Invoices*

The Contractor shall present an invoice for work completed during the previous month. The invoice shall reflect work required by this specification at the predetermined contracted amount and also reflect extra work assigned during the period.

- i. Required reports shall be submitted with the monthly invoice and shall be reflective of the work functions accomplished during that period. Failure to submit monthly reports will delay payment.
- ii. Monthly invoices shall be mailed to:

City of Yorba Linda  
Parks and Recreation Department  
4845 Casa Loma Ave  
Yorba Linda, CA 92886

### **Hours Of Work And Scheduling**

Normal work hours are from 7:00 a.m. to 4:00 p.m., Monday through Friday. The Contractor shall perform his work at such times as to minimize disturbance or interference to resident convenience, pedestrian or vehicle circulation. Examples of this would be early morning mowing or irrigation checks, etc.

The Contractor shall submit a Monthly Maintenance Schedule describing maintenance operations and when work and applications of chemicals/fertilizers will be accomplished. Schedule shall be submitted along with the previous monthly invoice and prior to starting any maintenance operations. All forms and schedules shall be of a format supplied by or approved by the City.

### **Sound Control Requirements**

The Contractor shall comply with all local sound control and noise level rules, regulations, and ordinances which apply to any work performed pursuant to this agreement.

Each internal combustion engine used for any purpose on the job or related to the job shall be equipped with a muffler of a type recommended by the manufacturer of such equipment. No internal combustion engine shall be operated on the project without said muffler.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed, therefore.

### **Construction Maintenance Equipment Vehicles**

The Contractor shall take all necessary precautions for the safe operation of equipment and the protection of the public from injury and damage from such equipment. All equipment deemed by the City representative to be unsafe, in disrepair, or unsatisfactory shall be repaired or replaced immediately at no additional cost to the City. All transportation vehicles shall have the Contractor's name clearly visible.

### **Additions/Deletions To Specifications**

The City reserves the right to make additions, deletions, revisions, and/or otherwise modify the General Maintenance Requirements and Specific Work Requirements.

Any changes in this Specification that may cause the Contractor to incur additional expense shall be negotiated with the City representative upon written request and justification.

**End of General Specification**

**City Of Yorba Linda**  
**Technical Provisions**  
**FY 2023-24 Parking Lot Rehabilitation**

**BID ITEMS**

Each respective bid item as shown on the proposal form shall comply with the respective section of 2015 edition of Standard Specifications for Public Works Construction, its supplements, and any other publication as specified or listed in the General Conditions. If there is a conflict between these inclusions and the Standard Specifications, these inclusions shall have precedence.

**BID ITEM 1A**  
**MOBILIZATION**

GENERAL

Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, materials and incidentals to the project site necessary for work on the project and for all other work and operations which must be performed or costs incurred including bonds, insurance, and financing prior to beginning work on the various contract items on the project site. Mobilization is deemed to include all aspects of demobilization work occurring at project completion.

Mobilization shall also include the time and labor to move the necessary construction equipment to and from the job site, supervisory time on the job by the Contractor's personnel to keep the construction site in a safe condition and all other related work as required for all non-working days during the course of construction. Contractor is responsible for securing an adequate storage site for equipment and materials outside the City right of way.

The Contractor shall have on the work site at all times, as its agent, a competent English speaking superintendent capable of reading and thoroughly understanding the plans, specifications, other related documents, and directions from the Engineer.

CLEARING AND GRUBBING

In addition to the work outlined in Subsection 300-1 of the Standard Specifications, the following items of work are included under Clear and Grub unless otherwise covered by a specific bid item.

- (1) Maintain dust control at all times by watering; including developing a water supply and furnishing and placing all water required for work done in the contract, including water used for extra work and water used for irrigation purposes.

- (2) Protection of utilities, trees, fences, signs, curb and gutter, walls and other facilities within the construction zone, except those specifically directed by the Engineer to be removed or relocated.
- (3) Clearing and removal of debris from site of work.
- (4) Delay in work necessary to accommodate utility relocations by others.
- (5) Removal of existing pavement markings and raised pavement markers
- (6) Other items of work as directed in these specifications.
- (7) Daily cleaning of the work area.

## PAYMENT

Payment for Mobilization shall be per the Lump Sum price bid, and shall include obtaining and paying for all permits and business licenses as required from the City of Yorba Linda, and other related agencies. The City of Yorba Linda shall waive its permit fee. The Contractor shall comply with the requirements specified of each license. Progress payments for this item shall be paid in accordance with the completion percentage of the project to the Contractor, and shall include the costs of such mobilization and administration for the entire contract period.

Full compensation for clearing and grubbing shall be considered included in various items of work, and no additional compensation will be allowed therefore.

## **BID ITEM 2A TRAFFIC CONTROL AND NOTIFICATIONS**

### GENERAL

The Contractor shall provide and maintain all construction area traffic controls in accordance with Section 601 of the Standard Specifications and the latest edition of the California Manual of Uniform Traffic Control Devices (CA MUTCD), and all current supplements, and as noted herein.

The Contractor shall be responsible for providing temporary access to all driveways at the end of each workday.

The Contractor shall provide and maintain all other signs, barricades, pedestals, flashers, delineators and other necessary facilities for the protection of the public within the limits of the construction area. The Contractor shall also post proper signs to notify the public regarding detours and the condition of the roadway, all in accordance with the provisions of the Vehicle Code and the CA MUTCD, latest edition.

## NOTICES

Contractor shall notify the following entities at least forty-eight (48) hours in advance of any street closure or restriction to access.

1. Fire Department
2. Police Department
3. Schools and School Bus Organizations
4. Disposal Company
5. Post Office
6. Orange County Transportation Authority

The Contractor shall provide sufficient written notice of the proposed construction schedule a minimum of 48 hours, but not more than 72 hours, in advance of any limitation or closure of access to their property. The Contractor shall submit a sample notification letter, which shall contain the date and time of the closure, to the Engineer for review and approval prior to distribution. Damages to any such properties or utilities caused by Contractor's operations shall be corrected by the Contractor at no cost to the City. In the event of delay, whether beyond the control of the Contractor or not, the Contractor shall notify all affected property owners as to the extent of the delay and his revised schedule. In the event of delay over 72 hours, the Contractor shall re-notify the property owners as described above. The "Notices" will be furnished by the Contractor.

The Contractor will not be allowed to excavate a larger quantity of area (AC Base "Digout" Repairs) than he can successfully repave in the same working day. No incomplete paving work will be allowed to remain during the hours designated as requiring "all" lanes open to traffic, except in specific instances in which a minor amount of area can safely be covered by approved means with steel plates, capable of carrying H2O wheel loading, or patched with temporary AC to bring the excavation up to grade. Said temporary AC shall be ground down to permanent AC subgrades and approved by the Engineer prior to placement of additional permanent AC.

Excavations of less than 4' in width may be covered with steel plates capable of carrying H2O wheel loading over the span of the excavation. Plates shall have a minimum width equal to the excavation width plus 24 inches and be securely fastened to the street surface. Asphalt fillers, a minimum of 6 inches wide shall be placed around the perimeter of the plate. When traffic is transferred to any type of temporary pavement surface good drivability of the surfaces shall be maintained and shall be subject to approval by the Engineer prior to allowing traffic to be transferred upon it.

The Contractor shall also ensure that access to all driveways are maintained at all times. Work in front of or within driveways and side streets shall be conducted in a manner where at no time is access to property denied. Portions of driveway approaches that are not ready to be opened for traffic at the end of the workday shall be plated per the requirements noted in the previous paragraph.

## MAINTENANCE



All existing stop signs, street name signs and regulatory signs shall be maintained in visible locations during construction and permanently relocated or removed as directed by the Engineer. Signs, which need not be maintained during construction or permanently removed, shall be salvaged to the Agency.

The Contractor shall maintain a 24-hour emergency service to remove, install, relocate, and maintain warning devices and shall furnish to the Engineer, names, and telephone numbers of three persons responsible for this emergency service. In the event these persons do not promptly respond when notified, or it becomes necessary to call other forces to accomplish emergency service, the Contractor will be responsible for any cost incurred.

Prior to the start of each work day, the Contractor shall perform all necessary work incidental to and commensurate with the proper signing, detouring, barricading, etc., heretofore and hereinafter specified that is required for that particular day's schedule of operations. No construction shall be permitted until such signing and detouring operations have been completed.

Personal vehicles of the Contractor's employees shall only be parked in an allowed area as delineated by the Engineer, and shall not be parked on the traveled way at any time, including any section closed to public traffic.

#### FLAGMEN

The Contractor shall furnish such competent flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty and assigned to give warning to the public that the highway is under construction and of any dangerous conditions to be encountered as a result thereof, shall perform their duties and shall be provided with the necessary equipment in accordance with the WATCH manual. The equipment shall be furnished and kept clean and in good repair by the Contractor, at its expense.

Should the Contractor appear to be neglectful or negligent in furnishing warning and protective measures as above provided, the Engineer may direct attention to the existence of a hazard, and the necessary warning and protective measures shall be furnished and installed by the Contractor, at his/her expense. Should the Engineer point out the inadequacy of warning and protective measures, such action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate its obligation to furnish and pay for these devices.

#### PAYMENT

The contract Lump Sum price bid for Traffic Control and Notifications shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the traffic control related work involving placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of traffic control system as specified in the Standard Specifications and these specifications, and as directed by the Engineer. The lump sum price shall also include notifications, steel plates and temporary AC including installation and removal; all associated temporary signing and striping; written notifications, flashing arrow signs;



flagging and/or flagmen costs; and project notifications where no additional compensation will be made therefore. Payment shall be on a lump sum basis of the percentage of total contract work performed.

### **BID ITEM 3A BEST MANAGEMENT PRACTICES – WPCP**

#### GENERAL

Per the Federal Clean Water Act, the Contractor is required to eliminate pollution to waters of the United States in regards to this project. This project will require the Contractor to implement Best Management Practices (BMP's).

The Contractor shall submit a Water Pollution Control Plan (WPCP) with outlines specific BMP's to be used during construction to ensure that sediment from storm runoff and construction activities does not enter storm drains. Some of the primary water pollution control measures anticipated for this project include, but are not limited to, covering all storm drain inlets in the project vicinity with water permeable fabric and gravel bags prior to performing any removal or paving operations; properly fueling and cleaning all equipment/vehicles; maintaining an ample supply of gravel/sand bags on-hand when excavating new PCC access ramp/curb/gutter improvements in the event of rain; properly containing chemicals required to install the detectable warning mats; properly covering all incoming material trucks and all out going debris hauling vehicles; providing restroom facilities for workers; and regular street sweeping of the Work Area and Haul Routes to the satisfaction of the Engineer.

The requirements of all of the following agencies shall be met and maintained and where there is a conflict between requirements, the most stringent requirement shall govern.

1. Regional Water Quality Control Board
2. County of Orange Drainage Area Manual Plan (DAMP)

The Contractor shall confirm that all of the BMP's have been adequately detailed to addresses his anticipated construction operations. The proposed WPCP shall be submitted to the City within five (5) calendar days after the Notice to Proceed. No work will be allowed to begin without a City approved WPCP.

#### PAYMENT

Full compensation for Best Management Practices shall be per the Lump Sum price bid and shall provide full compensation for all costs incurred by the Contractor for Preparation and submittal of the Water Pollution Control Plan, Implementing Best Management Practices, and the cost of any required permits and no additional compensation will be made therefore. Payment shall be on a lump sum basis of the percentage of total contract work performed.

### **BID ITEM 1B**

## **Unclassified Excavation (Depth 7") – City Hall**

### **GENERAL**

Unclassified excavation shall conform to the provisions of Section 300-2 of the Standard Specifications, the Special Provisions and these Technical Specifications.

Unclassified excavation shall include excavation required for construction of new roadway structural section and cut slopes adjacent to the new roadway. Unclassified excavation shall include, but not be limited to, removal of existing AC over AB roadway section, subbase, existing PCC and AC curbs, curb and gutter, sidewalks, driveways, parkway culverts, bollards, catch basins, storm drain structures, storm drain pipes, water meters, fire hydrants, traffic signs and sign posts, traffic signal poles, traffic signal pull boxes and street light pull boxes, as shown on the project plans and excavation of native material to establish the proposed roadway subgrade. This item also includes hauling/disposing of all cut material, including AC and AB, all rough and fine grading operations, over-excavation for fill areas and areas to be paved, cutting of benches for fill to be placed on existing slopes and haul away / proper disposal of all excess excavation. The opinion of probable total in-place volume of existing AC and AB material is approximately 228 Cubic Yards. The approximate quantities have been provided for the Contractor's convenience only and no guarantee is made that they are exact. All excavation and grading shall be done in accordance with the contours, grades and typical sections as shown on the plans and as required to achieve the proper pavement and surface improvement sub-grade elevations called for on the plans.

All areas to be graded shall be stripped of significant vegetation and other deleterious materials. Such materials may not be used as engineered compacted fill.

All grading operations shall conform to California Construction & General Industry Safety Orders, OSHA and the Construction Safety Act.

### **CONSTRUCTION**

All surplus material shall be disposed of in a legal manner at the expense of the Contractor.

The removal and disposal of all unsuitable material shall be included in the Unclassified Excavation bid item. Excavated materials considered by the Engineer or his authorized representative as unsuitable for fill and all excess materials shall become the property of the Contractor and shall be disposed of outside the project limits at a site approved by the Engineer. Excavated materials considered unsuitable for fill is classified as materials that do not conform to the provisions of Section 300-4 of the Standard Specifications, and does not comply with all compaction requirements in accordance with Section 300-4.7 of the Standard Specifications. The Contractor shall be responsible for all damages and claims that may arise as a result of this disposal.

### **SAW CUTTING**

Areas to be saw cut and removed are shown on the project plans and field marked. Cutting shall be accomplished by the use of a power-driven saw. The depth of cut shall be deep enough to provide a clean, straight break without loosening, cracking or damaging adjoining asphalt or concrete.

Contractor shall saw cut pavement around all areas to be removed prior to the start of any excavation. All excavated materials shall be immediately removed from the site and recycled or disposed of at the Contractor's expense at a legal dumpsite.

## PAYMENT

Payment for **Unclassified Excavation** shall be made at the contract unit price bid per **Cubic Yard**, as shown on the Bid Schedule, and shall include excavation and removal of the existing roadway structural section, over excavation, sloping, rounding of tops, toes, and ends of excavations, placement, compaction, stockpiling, loading, hauling to final location and properly disposing of surplus material at a legal disposal site, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals required and no additional payment will be allowed therefore.

The designation “\*\*(F)” shall be bid as a final pay quantity in compliance with Section 9-1.02C of the Caltrans Standard Specifications. The “\*\*(F)” designation is made is to denote that the Engineer's theoretical cubic yard quantity calculated for Unclassified Excavation is a final quantity that shall not be deviated from and thus essentially functions the same as a Lump Sum bid item. The Contractor is encouraged to perform his own quantity take-off to verify for himself what the cubic yard quantity is for this Unclassified Excavation bid item and then adjust his bid accordingly.

## **BID ITEM 1C, 1D, 1E COLD MILL UNIFORM DEPTH (Depth 2”)**

### GENERAL

This work includes, but is not limited to, the cold milling, removal and disposal of the designated thickness of existing asphalt pavement surface as called out on the Project Plans and in accordance with the Standard Specifications and these Technical Specifications.

Add the following to section 302-1.2 Milling Machine:

The operator shall furnish the milling machine operated by experienced workmen. The surface tolerance produced shall be such that a 10 foot straight edge laid laterally will indicate variances of less than 3/8" (except in crown area) and a 10 foot straight edge laid longitudinally will indicate variances of less than 3/16".

Replace section 302-1.5.2 Milling Machine with the following:

The Contractor shall furnish a self-propelled machine especially designed and built for grinding flexible and rigid pavements to the depth shown on the plans in one pass. The machine shall be equipped with standard automatic depth controls and must maintain a constant cutting depth and

width without tearing or gouging the underlying surface and blade material into a windrow. The machine shall consist of 72" minimum width cutting drum with carbide tip teeth. Drum lacing patterns shall permit a grooved or smooth surface finish as selected by the Engineer and the drum shall be totally enclosed in a shroud to prevent discharge of any loosened material into adjacent work areas. The machine shall be capable of operating at speeds from 5 to 50 feet per minute and designed so that the operator can observe the work without leaving his control area. It shall be adjustable as to crown and depth by tilting the drum axis and shall have a guidance system furnished to assist operator to control grade and match adjacent pavements or cuts. The equipment shall be demonstrated to have been operated on similar work completed prior to the award of this contract.

Replace section 302-1.8 Disposal of Millings with the following:

Removal shall consist of milling and cutting the pavement where indicated and removing the loosened material. No aggregate shall remain on the project at the end of each work day. Aggregate material loosened and removed shall become the property of the Contractor and shall be disposed of off the site in accordance with Subsection 300-2.6 as amended by these Special Provisions.

#### PAYMENT

Payment for **cold milling asphalt pavement (Depth 2")** shall be made at the contract unit price paid per **Square Foot**, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals to accomplish the work as specified herein including all related dust control, protection of adjacent structures and removal of loosened material and no additional compensation will be allowed therefore.

#### **BID ITEM 1F, 2C, 2D, 2E SLURRY SEAL (TYPE 1)**

#### GENERAL.

The slurry seal work consists of furnishing all labor, materials, tools, equipment and incidentals necessary for the complete application of a Slurry Seal (type per plan, fine or Type 1) with 3% rubber latex, as indicated in the Description of work.

The slurry seal shall be applied only when the existing surface is clean and free of visible moisture. Slurry seal shall be applied only when pavement is above 60° F and rising, unless otherwise directed. The slurry seal shall be properly proportioned, mixed and spread evenly on the surface as specified herein and as directed. The cured slurry shall have a homogeneous appearance, fill all surface voids and penetrate cracks, adhere firmly to the surface and have a skid-resistant texture.

#### MATERIAL.

Latex shall be Ultrapave 65K (compatible with the emulsified asphalt for this project) manufactured by Textile Rubber and Chemical Co., Inc. La Mirada, California, (714) 997-1143,

or equal, approved by the Engineer prior to ordering. Latex shall be added to the emulsified asphalt at the asphalt plant at the rate of 3 parts latex to 100 parts emulsified asphalt by volume. Latex mixed in the emulsified asphalt shall be kept in a suspended state by an agitating mixer every three (3) days. The mineral aggregate shall be 100% crushed rock, of angular, sound, durable, hard, resistant to abrasion and free from laminations, weak cleavages and undesirable weathering. It shall be of such character that it will not disintegrate from the action of air, water or other conditions to be met in handling and placing and have a specific gravity of no less than 2.60. All materials shall be clean and free from deleterious impurities including alkali, earth, clay and refuse.

#### DELIVERY AND STORAGE

Materials shall be delivered to the site in an undamaged condition. The material shall be protected against damage and stored in a location approved by the Engineer or Engineer's representative.

All materials stored in the public right-of-way shall be removed and the area cleaned before 4:00 p.m., Monday through Thursday and before 3:00 p.m. on Fridays and the day preceding designated legal holidays.

Defective or damaged materials shall be replaced by the Contractor at no expense to the Agency.

The grading of aggregate, shall conform to the following gradations per Section 203-5.3.

Care should be exercised to prevent segregation of aggregate in storage and handling: if segregation occurs, the material shall be worked prior to mixing in a manner to hold segregation to the minimum. Aggregates shall have a percentage of water not more than 40 percent when tested according to ASTM D131. When tested in accordance with ASTM D2419, the aggregate blend shall have a sand equivalent of not less than 55. In addition, the aggregate will be tested for conformity to ASTM C117, ASTM C128 and ASTM C136. Mineral fillers such as portland cement, limestone dust or fly ash shall be considered as part of the blended aggregate and shall be used in the minimum required amounts; fillers shall meet the gradation requirements of ASTM D242. Bids shall be based on the range of aggregate and emulsion weights specified herein before. The amount of emulsified asphalt shall be determined by the job mix for the specified wear value. If the amounts used are more than the specified range, an adjustment in the contract price will be made as provided in the contract.

Emulsified asphalt shall be anionic type, Grade SS-1h, conforming to AASHTO M140. Cationic type, Grade CSS-1h, conforming to AASHTO M208 or Cationic Grade CQS- 1h conforming to these specifications.

Grade CQS-1h Emulsion. CQSO-1h shall use a paving asphalt with a penetration in the range of 60-70 as a base. It shall meet the following specifications when tested according to appropriate ASTM methods:

#### **Emulsion**

#### **Test**

Furol viscosity at 77 F, Sec	20-100	D244
Residue from distillation; % by weight	57 Min	D244
Mixing Test (job) sec. @ 70° F	30 Min	
Sieve Test (% retained on No. 20)	10 MAX	D244
Particle Charge Test	Positive	
Storage stability; one day settlement	1% MAX	

**Residue      Test**

Penetration	40-110	D5	
Solubility in carbon test. %		97.5 Min	
Ductility 77° F. cms		40 Min	D113

The Contractor shall furnish a certified statement from the manufacturer of the emulsion the analysis of the base asphalt used in its manufacture.

Water shall be potable.

**Emulsified Asphalt Slurry Mixture.** The mixture shall have the following characteristics:

- (a) Resistance to Abrasion. Allowable wear of cured slurry mix as tested in accordance with the wet track abrasion test shall not exceed 100. The cured slurry, being tested shall not pick up on the roller of the apparatus.
- (b) Fluidity. The mixture shall be sufficiently free flowing to fill cracks in the pavement.
- (c) Non-segregation. The mixture shall not segregate during or after laydown.
- (d) Surface Texture. The mixture shall have a non-skid texture.

**APPLICATION.**

**FIELD SAMPLING AND TESTING**

All sampling and testing shall be conducted by the Contractor as specified herein, at the expense of the Contractor. All materials and materials sources shall be approved by the Engineer not less than ten (10) days prior to the use of such materials in the work. Duplicate samples shall be provided to the Engineer on an average of two samples a week. Duplicate samples shall be taken at the same time and in the same manner as the original ones.

**SLURRY CREW**

Each slurry crew shall be composed of a coordinator at the project site at all times, a competent quick-set mixing man, a competent licensed driver, two squeegee men, and sufficient laborers for any handwork and cleanup.

## SAMPLING.

Method of sampling and the sieve analysis of aggregates shall be in accordance with ASTM D75. Methods of sampling bituminous material shall be in accordance with ASTM D140.

## TESTING.

JOB MIX TEST. Samples of the asphalt emulsion and slurry seal mixture shall be taken at the rate of at least one set per day from each mixture used on the project, and shall be tested by the Contractor to determine conformance with the job mix proportions. The following tests shall be performed by a City approved engineering test laboratory:

- a. Emulsified Asphalt. Percent residue of the emulsion by evaporation (hot plate residue).
- b. Slurry Seal Mixture
- c. Moisture content as percent of dry weight of slurry before extraction.
- d. Asphalt content as percent of dry weight of extracted aggregate.
- e. Gradation of extracted aggregate.
- f. Percent of emulsified asphalt in slurry based weight of dry aggregates.

Test results shall be certified by the laboratory and submitted to the Engineer for approval.

## SUBMITTALS

### CERTIFIED LABORATORY TEST REPORTS.

Before delivery of materials, certified copies in triplicate of the reports of all tests required in reference publications shall be submitted to and approved by the Engineer. The testing shall have been performed, at the Contractor's expense, by an independent laboratory approved by the Engineer. Certified test reports are required for the following:

- 1) Performance of water test will be performed in accordance with ASTM C131.

### JOB MIX FORMULA.

A job mix formula shall be submitted to and approved by the Engineer. The formula shall indicate the wet track abrasion resistance. Trial mixes shall be prepared to determine proportions, evaluate measured wear and to observe surface texture, tackiness and mix segregation. Samples of materials to be used on the job shall be used to determine job mix and shall be available in sufficient quantity to produce not less than 30 lbs. of emulsified asphalt slurry mixture. A sample of the emulsion (5 Gallons) and 100 lbs. of the aggregate to be used on the job shall be delivered to the City (to be tested by the City's Consultant) one week prior to the start of construction.

## CONSTRUCTION

### EQUIPMENT



The equipment used in the performance of the work shall be subject to approval and shall be maintained in satisfactory working condition at all times. Descriptive information on the slurry mixing and applying equipment to be used shall be submitted for approval not less than 14 days before the work starts.

#### CONTINUOUS-FLOW MIXER

The Slurry mixing machine shall be a multi-blade or spiral continuous-flow unit in good working condition and be capable of delivering accurately a predetermined proportion of aggregate, water, emulsion, and accelerator or retardant to the mixer and discharging the thoroughly mixed slurry on a continuous basis. Each mixer shall have a metering device to measure the quantity of water in gallons used in each load of slurry and a separate metering device or equivalent which meets the approval of the City to measure the quantity of emulsified asphalt used in each load of slurry. Emulsion stored compartments on all slurry mixing equipment shall be calibrated in (10) ten gallon increments. An accurate measuring device shall be carried on each slurry machine. All slurry mixing machines shall be equipped with a Fines Feeder for the adding of cement or Aluminum Sulfate. In the event the metering devices stop working, the Slurry unit(s) will stop the application process until they are fixed.

The mixer shall thoroughly blend all materials to form a homogeneous mass before leaving the mixer.

#### SELF-CONTAINED SLURRY, MACHINES

The machine shall be capable of rapid discharge of the mixed materials into a spreader having suitable controls to allow adjustment for variations in pavement grades and slope. The spreader shall be similar to the spreader box as herein before specified. The spreader box may be either an integral part of a self-contained slurry machine or a separate towed unit. The self-contained slurry unit shall be mounted on a truck or other vehicle capable of producing evenly controlled low rates of speed throughout the operation so that the slurry is spread evenly and all cracks are filled.

#### SLURRY SPREADING EQUIPMENT

Attached to the mixer machine shall be a mechanical type squeegee distributor equipped with flexible material in contact with the surface to prevent loss of slurry for the distributor. It shall be maintained to prevent loss of slurry on varying grades and crown by adjustments to assure uniform spread. There shall be a lateral control device and a flexible strike-off. The box shall be kept clean and the build-up of asphalt and aggregate on the box shall not be permitted. The use and condition of burlap drags or other drags shall be approved by the Engineer.

#### CLEANING EQUIPMENT

Power brooms, power blower, air compressors, water flushing equipment and hand brooms shall be suitable for cleaning the surface and cracks of the old surface. Contractor shall furnish a power street sweeper with operator to clean the asphalt pavement the same day the street is sealed.



The sweeper shall have a steel gutter broom and a rear plastic broom, and a three (3) yard minimum capacity hopper. If water is used, cracks will be allowed to dry thoroughly before slurry sealing. Manholes, valve boxes, drop inlets and other service entrances will be protected from the slurry seal by a suitable method. The Engineer shall approve the surface preparation prior to sealing.

Surface oil and grease shall be removed or sealed with emulsified gilsonite or equivalent material approved by the Engineer before the application of slurry seal.

## HAND TOOLS

Hand squeegees, shovels, hand burlap drags and other equipment shall be provided as necessary to perform work.

## PROCEDURES

No application of slurry seal shall occur until cleaning, weed removals, crack sealing and other preliminary pavement repairs have been completed. The surface shall be thoroughly cleaned and swept prior to the application of slurry seal. For street segments not adjacent to Public Schools, the application of slurry shall be scheduled during the weekday, Monday through Friday, and commence after 8:00 A.M. and shall be complete prior to 2:30 P.M.. For street segments adjacent to Public Schools, the application of slurry seal shall be scheduled only on Saturday, and shall commence after 8:00 A.M. and shall be complete prior to 3:00 P.M. No slurry shall be applied when the weather forecast indicates a probability of rainfall or when the air or pavement temperature is no higher than 60° F and falling. Slurry may be applied when both air and pavement temperatures are 60° F and rising.

All raised pavement markers shall be removed prior to slurry seal and replaced per Caltrans Standards.

## MANHOLE AND WATER VALVE COVERS

All metal manhole and water valve covers shall be protected from the application of slurry seal. After the slurry seal has been applied and cured, the Contractor shall remove all slurry seal material attached to manhole and water valve covers.

The surface of the pavement shall be fogged with water directly preceding the application of the slurry. The slurry mixture shall be of the designated consistency when deposited on the surface and no additional elements shall be added. Total mixing time shall not exceed four (4) minutes. A sufficient amount of slurry shall be carried in all parts of the spreader at all times so that a complete coverage is obtained. Mixing materials shall be prevented from rippling, lumping, balling and segregation of emulsion and aggregate fines from the course aggregate.

Where the completed slurry is not uniform in color, the street shall be treated to eliminate the color variation at the Contractor's expense. The method to treatment shall be approved by the City.

## JOINTS

No excessive build-up causing unsightly appearance shall be permitted on longitudinal or transverse joints. Unless otherwise approved, the overlap at the joints will not exceed 2" and shall be feathered; excessive unapproved overlaps will not be paid for. Joints between asphalt pavement and concrete pavement and/or concrete gutters shall be completely and neatly sealed without excessive slop-over onto the concrete; any unsightly and objectionable excess shall be immediately removed. At street intersections and at the beginning and end of work segments, the slurry shall be neatly spread or trimmed to a straight line defined by the near curb lines of the street adjacent to the work.

Approved squeegees or lutes shall be used to spread slurry in areas inaccessible to the machine. Care shall be exercised to insure the maximum rate of application with no excess, and leaving no unsightly appearance. Texture of slurry spread by hand shall match that which was applied by machine. The Contractor shall be responsible for the removal of all excess emulsion spread beyond slurry limits, on driveways, sidewalks, gutters, etc.

## SMOOTHNESS

The finished surface of slurry seal shall be at least as smooth as the original pavement surface. Any corrugations on the surface creating vibrations noticeable by passengers in an automobile driving over the slurry seal at legal speeds will result in rejection of the slurry seal construction.

## REMOVAL AND RESEALING

Any slurry application that has been rejected will be removed by cold planning to the original pavement. A new slurry seal application shall then be placed on the pavement. Any placement of slurry seal rejected shall be removed and replaced with the cost borne by the Contractor.

## PROTECTION OF SLURRY

The Contractor shall provide such flagmen and barricades as required to protect the uncured slurry from vehicular traffic. Any damage to the uncured slurry shall be the responsibility of the Contractor.

## TRIAL APPLICATION

The Contractor shall place a test stripe of 10 square yards in designated area. The test section shall be placed by using the same equipment and methods as will be used on the job. Slurry mixture placed in test stripe shall conform to job mix with minor variations to, obtain crack fillings, bond to pavement, and desired skid resistant texture. In the event materials do not meet the requirements for fluidity, non-segregation, or surface texture, a new job mix shall be formulated and tested at the Contractor's expense. Work shall not proceed before approval of design mix and acceptance following the placing of a test stripe.

## **CRACK ROUTING AND SEALING – NOT A BID ITEM (Included in Various Bid Items)**

**GENERAL**– Work shall consist of preparation of cracks and placing of hot asphalt-rubber sealant material in cracks prior to the beginning of construction and as directed by the Engineer.

**MATERIALS**– Asphalt-vulcanized rubber crack sealant material shall be Poly Flex Type 3 Crafcoc sealant or approved equal and shall conform to the following requirements:

1. Poly Flex sealant when heated in accordance with ASTM D3407 shall have the following characteristics:

TEST	LIMITS
Cone Penetration (ASTM D3407)	15-45
Resilience (ASTM D3407)	30% Min.
Softening Point (ASTM D36)	200°F Min.
Ductility, 77°F (ASTM D113)	30 cm Min.
Flexibility (Crafcoc Procedure)	Pass as 30°F
Asphalt Compatibility (ASTM D3407)	Pass
Bitumen Content (ASTM D4)	60% Min.
Tensile Adhesion (ASTM D3583)	500% Min.
Safe Heating Temperature	400°F
Recommended Pour Temperatures	380°F
Brookfield Viscosity 375°F (ASTM D3236)	4000-15000 cp
Unit Weight at 60°F	10.0 lbs./gal.

2. The sealant material shall have no water or volatile solvents and shall cure immediately upon cooling to a sufficient viscosity to prevent tracking by traffic.
3. The material will be packaged in approximately 60 lb. boxes with polyethylene liner. The boxes shall be placed on pallets weighing approximately 2200 lbs. and shall be covered with a weather resistant covering.
4. The asphalt-rubber crack sealant material shall be accompanied by a certificate of compliance with these specifications from the manufacturer.

The Contractor shall submit the manufacturer's material certification for the asphalt sealant to the City Engineer for review and approval at least fourteen (14) calendar days prior to commencing any work.

**EQUIPMENT**– The equipment to mix and apply rubberized asphalt crack sealer shall be Crafcoc Model BC-220 or approved equal.

The joint and crack routing and cleaning machine shall be Crafcoc Model 200 or approved equal.

The joint cleaner attachment shall be Crafcoc Model 110 or approved equal of current manufacture.

**PREPARATION OF CRACKS** – All cracks which are 1/8" or greater in width shall be sealed. Cracks less than 1/2" in width shall be routed by mechanical means to widen the crack to a width of 3/4" and a depth of 3/4". Joints and cracks shall be swept and cleaned by air to remove dust,

moisture and foreign material for a minimum of 6 inches on each side of the crack. All cracks and joints shall be treated with approved weed killer at least seven (7) days before sealant application.

**CONSTRUCTION** – Immediately after the preparation and drying of the crack, the asphalt rubber sealant material shall be applied. The material shall be melted in a jacketed double boiler type melting unit, which is equipped with both agitation and recirculation systems, and applied at temperature of 380°F, using a pressure feed wand application system.

Joints and cracks shall be sealed from the bottom up and sealant material shall be applied so it is flush with the existing pavement surface. Care shall be taken to avoid spillage and runover onto the surface of the pavement. The surface of pavement shall be immediately squeegeed smooth after the cracks have been filled.

Traffic shall not be allowed on the material until it has been sanded to prevent tracking.

In addition to these specifications, the crack preparation and application of crack sealant material shall be in accordance with the manufacturer's recommendations or as outlined in the booklet, "Sealing and Resealing Cracks the Crafcow Way," as published by Crafcow Inc., 6975 W. Crafcow Way, Chandler, Arizona 85226.

**SWEEPING AND CLEAN-UP** – Contractor shall sweep clean all treated streets from all loose material and dust which are a result of the Contractor's operations (refer to section entitled "Clean Up and Dust Control" of these specifications). Sweeping shall be completed on the same day after the routing operation is completed, all to the satisfaction of the Engineer. Streets shall not be washed to the extent that debris may enter storm drain system. All streets, gutters and local depression areas of catch basins shall be kept free of dirt, rocks or other debris at all times. During routing and filling operations all catch basin inlets shall be covered with a fabric which will allow passage of water but will not allow debris to enter storm drain. See the bid item entitled Best Management Practices for additional requirements.

**TRAFFIC CONTROL**– Contractor shall conform to the provisions of section entitled "Traffic Control" of these specifications.

## PAYMENT

Payment for **Slurry Seal (Type I)** shall be made at the contract unit price per **Square Yard**, and shall include full compensation for all labor, equipment, and materials necessary to complete the Slurry Seal, application, including all other incidental work, preparation of cracks, Clean, Rout and Seal all Cracks Greater than 1/8" in Width, application of weed killer and asphalt-rubber sealant and no additional compensation will be allowed therefore.

## **BID ITEM 2F, 3C, 3D ASPHALT CONCRETE DIGOUTS (4" THICK)**

## GENERAL

This work shall consist of saw cutting, excavating and disposing of existing pavement, aggregate base, treated base, and native material; the preparation of subgrade and furnishing, spreading, placing, and compacting of materials for deep lift Asphalt Concrete (AC) Base Course repairs to the thickness as shown on the project plans and as directed by the Engineer. This work shall also consist of applying paint binder (tack coat) to all vertical and horizontal surfaces to be joined by new pavement.

### SUBGRADE PREPARATION

Subgrade preparation shall conform to applicable provisions of Section 301-1 of the Standard Specifications and shall be compacted to a relative compaction of not less than 95% of maximum density at optimum moisture as determined by California Test Method No. 231 (as modified herein). The area as stated in Test Method No. 231 may be represented by one or more individual test sites, at the discretion of the Engineer. The Contractor shall provide the necessary labor and equipment to excavate to a depth as determined by the Engineer in the field at each test site.

After the removal of the existing asphalt concrete pavement and prior to placing the asphalt concrete base course, the Contractor shall compact the top 1 foot of the existing subgrade to the requirements as described above.

Remove Conflicting Tree Roots to 12" Minimum Depth. Place 4" Thick AC Over Compacted Native (95% Relative Compaction) to Backfill Root Excavated Area.

The City will furnish the first test at no cost to the Contractor. Any retesting required due to first test failures shall be made by the City's Consultant Geotechnical Materials Lab at the Contractor's expense, cost of which shall be deducted from the Contractor's final payment.

### MATERIALS

#### ASPHALT CONCRETE

Asphalt Concrete Base Course shall be Type III- B, 3/4" maximum conforming to the provisions of Section 203-6.4 of the Standard Specifications. The Contractor shall submit the batch plant mix design (including stability test results) to the Engineer for review and approval at least five (5) calendar days prior to commencing any work

#### ASPHALT BINDER

The viscosity grade of paving asphalt and tack coat shall be PG 64-10 per 203-1.2 of the Standard Specifications and as determined by the Engineer.

Asphalt Binder shall conform to the following:

Asphalt shall consist of refined petroleum or a mixture of refined liquid asphalt and refined solid asphalt, prepared from crude petroleum. Asphalt shall be:

- a. Free from residues caused by the artificial distillation of coal, coal tar, or paraffin.
- b. Free from water.
- c. Homogeneous.

## CONSTRUCTION

### SAW CUTTING

Areas to be saw cut and removed are shown on the project plans and field marked. Cutting shall be accomplished by the use of a power-driven saw. The depth of cut shall be deep enough to provide a clean, straight break without loosening, cracking or damaging adjoining asphalt or concrete.

Contractor shall saw cut pavement around all areas to be removed prior to the start of any excavation. All excavated materials shall be immediately removed from the site and recycled or disposed of at the Contractor's expense at a legal dumpsite. All excavated areas shall be immediately repaired with deep lift AC as specified in these Special Provisions.

### DISTRIBUTION, SPREADING, AND ROLLING

Distribution, spreading and rolling shall conform to the requirements of Section 302-5 of the Standard Specifications and these Special Provisions.

The asphalt concrete shall be spread and compacted in lifts of equal thickness not exceeding 0.25 feet in compacted thickness for each lift.

Compacting equipment shall conform to Section 302-5 of the Standard Specifications, except that in very small areas a vibrating tamper, as approved by the Engineer, may be utilized. In general, it is desired that a steel wheeled roller shall always be utilized to finish off each course surface.

## PAYMENT

Payment for **Asphalt Concrete Digouts (4" Thick)** shall be made at the contract unit price paid per **Ton**, and shall include full compensation for furnishing all labor, materials, tack coat where required, tools, equipment, and incidentals to accomplish the work as specified herein including saw cutting, excavation, removals, cutting and removing tree roots, and subgrade preparation and Asphalt Concrete placement and no additional compensation will be allowed therefore

Temporary asphalt concrete work where required by the Engineer for traffic control or other purposes shall be included in the Lump Sum price bid for Traffic Control and no additional compensation will be allowed therefore.

**BID ITEM 2B, 3E, 4C, 4D**  
**CONSTRUCT 2" AC SURFACE COURSE OVER 2" AC BASE – CITY HALL**  
**CONSTRUCT 2" ASPHALT CONCRETE INLAY**

Section 302-5 of the Standard Specifications shall be amended as follows:

GENERAL - This work shall consist of furnishing, spreading and compacting asphalt concrete pavement surface course as shown on the Plans. This work shall also consist of applying tack coat to all vertical surfaces to be joined by new pavement.

#### MATERIALS

Asphalt Surface course concrete shall be Type III-C2, 1/2" maximum, conforming to the provisions of Section 203-6 of the Standard Specifications. The viscosity grade of paving asphalt shall be PG 64-10 per Section 203-1 of the Standard Specifications, or as determined by the Engineer.

Asphalt Concrete Base Course shall be Type III-B2, 3/4" maximum.

The provisions in Section 400203-4.2.12 "Aggregate" of the Standard Specifications shall have the following additional requirement:

At least 75%, by weight, of the material retained on the No. 4 sieve shall have at least one fractured face as determined by California Test Method No. 205.

Paint binder (tack coat) shall be SS-1h Type asphaltic emulsion conforming to Section 203-3 of the Standard Specifications.

#### CONSTRUCTION

Construction shall conform to the applicable provisions of Sections 302 and 400 of the Standard Specifications. Construction will not be allowed before the completion and approval of all pavement preparation work including, but not limited to, crack sealing, removal of old pavement markers and sweeping of pavement.

Tarpaulins shall be used to cover all loads from plant to project

The surface course shall be spread in one layer with the use of a self-propelled paving machine and shall be spread to the after compaction thickness as shown on the Plans.

When surface course is constructed over existing pavement, the existing pavement surface shall be swept or washed clean, to the satisfaction of the Engineer and paint binder (tack coat) shall be applied at the rate of 0.10 gallons per square yard conforming to the provisions of Section 302-5.4 of the Standard Specifications.

Distribution, spreading and compacting shall conform to the provisions of Section 302-5 of the Standard Specifications, Special Provisions and these Technical Specifications.

The use of motor grader for spreading asphalt concrete overlay will not be permitted.



Rolling equipment shall consist of one 12-ton, 2 axle tandem roller for each 50 tons, or fraction thereof, of asphalt concrete placed per hour by each asphalt paver. The use of three-wheel rollers and pneumatic rollers shall not be permitted.

Initial breakdown compaction shall consist of a minimum of three (3) coverages of a layer of asphalt mixture. A pass shall be a movement of a roller in both directions over the same path. A coverage shall consist of as many passes as are necessary to cover the entire width being paved. Overlap between passes during any coverage, made to insure compaction without displacement of material in accordance with good rolling practice, shall be considered to be part of the coverage being made and not part of a subsequent coverage. Each coverage shall be completed before subsequent coverages are started.

At Pedestrian Access ways and ADA Accessible Stalls, the slope shall be 1.5% Maximum.

Crack Sealing - Prior to constructing the Asphalt Concrete Surface Course pavement, all cracks in existing pavement greater than 1/8-inch wide shall be routed, cleaned and sealed per section entitled "Crack Routing and Sealing" and to the satisfaction of the Engineer. After crack sealing, no paving shall occur for two (2) days.

Traffic Control - The Contractor shall provide proper delineation, signing and flagmen to keep traffic off of the freshly laid mat until it has been properly compacted and is set up sufficiently so that it will not be damaged by traffic. Surfaces damaged by traffic shall be replaced to the satisfaction of the Engineer.

Section 302-5.9 of the Standard Specifications shall be amended as follow:

#### MEASUREMENT AND PAYMENT

Asphalt concrete shall be measured by the ton weight of the combined mixture. The weight shall be determined as provided in Section 302-5.9 of the Standard Specifications. Material which is delivered to the project site and not used or is rejected and specifically, material which is delivered to the site in excess of that actually needed, will not be paid for.

Payment for **Construct 2" AC Surface Course Over 2" AC Base – City Hall and Construct 2" Asphalt Concrete Pavement Inlay** shall be at the contract unit price bid per **Ton**, as shown on the Bid Schedule, and shall include full compensation for all labor, materials, tools, equipment, and incidentals required to crack seal and place the asphalt concrete surface course complete in place as called for on the project plans and in accordance with Standard Specifications and these Technical Specifications, and no additional compensation will be allowed therefore.

#### **BID ITEM 3B CONSTRUCT 3" AGGREGATE BASE.**



All base material shall be crushed aggregate base that has been imported to the site. Base material shall conform to the aggregate grading requirements in accordance with Section 200-2.2 of the Standard Specifications. Preparation of all base material shall conform to Section 301-2 "Untreated Base," of the Standard Specifications.

## MEASUREMENT AND PAYMENT

Aggregate base shall be measured by the Cubic Yard.

Payment for aggregate base material shall be made at the unit price bid per Cubic Yard for "**Construct 3" Aggregate Base**," and shall include full compensation for construction of aggregate base including all material, labor, plant, equipment, furnishing all transportation, hauling, spreading, compacting, and protecting, complete in place, and preparation of subgrade, in accordance with the Standard Specifications and these Special Provisions.

## **BID ITEMS 4B THRU 6B, 5C THRU 8C, 5D THRU 8D, 4E, AND 3F THRU 5F PCC REMOVALS, CONSTRUCT PCC CURBS, GUTTERS, ADA SIDEWALK, ADA ACCESS RAMPS (INCLUDING REMOVALS AND PCC/AC REPAIRS), REINFORCED CONCRETE STAIRWAY AND LONGITUDIONAL GUTTERS**

### GENERAL

This work includes, but is not limited to, the removal of existing PCC improvements, Concrete Bollards, Landscaping, existing pavement, and compaction of subgrade material and construction of PCC curbs, sidewalks, valley gutters, reinforced concrete stairways, and ADA compliant access ramps, with a detectable warning surface, per the Project Plans and applicable Standard Plans.

All PCC removal work shall conform to Sections 300-1 of the Standard Specifications.

All PCC construction work requiring dowels into existing concrete shall conform to Sections 201 and 303-5 of the Standard Specifications.

The same brand, type and source of cement and aggregate shall be used for all Portland Cement Concrete. All concrete used on the project shall be 520-C-2500. Type V cement shall be used.

PCC curb construction shall conform to SPPWC Standard Plan 120, the Project Plans and Section 302-6 of the Standard Specifications.

PCC sidewalk construction shall conform to SPPWC Standard Plan 113, the Project Plans and Section 302-6 of the Standard Specifications.

PCC valley gutter construction shall conform to the details on the plans, and the Standard Specifications Section 302-6.

PCC access ramp construction shall conform to Caltrans Standard Plan RSP A88A, case per plan, the Project Plans and in accordance with Section 302-6 of the Standard Specifications.

Sub-grade materials shall be compacted to a minimum relative compaction of 95 percent. The depressed PCC curb and gutter reconstruction required as a part of the access ramp construction shall not be poured monolithic with the PCC ramp and shall be included in the unit price for the access ramp construction. Adjacent AC/AB removal and replacement AC Base Course shall conform to the requirements established in these specifications and shall be included in the unit price for the PCC access ramp construction.

Sidewalk shall be opened to pedestrian access on the day following concrete placement in the PCC access ramp. In addition, all forms shall be removed, irrigation systems shall be repaired, and backfill or patch back shall be placed within 72 hours following concrete placement at both the access ramps and curb & gutter reconstruction. PCC improvements subject to vehicle loads shall not be opened to vehicle traffic until concrete has cured to a minimum strength of 2,000 psi.

The Contractor shall verify, with a “smart level”, that maximum ramp and sidewalk grades do not exceed ADA requirements when marking the required saw cut removal limits and when setting the concrete forms, prior to pouring any curb ramp locations. It shall be the Contractor’s responsibility to supervise and utilize the proper experienced personnel to ensure that the proper saw cut limits are established for all PCC access ramp locations and the Engineer shall not be responsible to direct the Contractor’s crews or otherwise serve in this management capacity. The Engineer, or his authorized representative, shall be present to verify the concrete forms, prior to pouring any PCC construction improvements.

#### DETECTABLE WARNING SURFACE

All curb access ramps shall contain detectable warning surfaces. The detectable warning surface required for all curb ramps within the AC paving project limits shall be CAST-IN-PLACE DETECTABLE WARNING SURFACE MANUFACTURED BY ARMOR TILE SYSTEMS (800) 682-2525, [www.armor-tile.com](http://www.armor-tile.com) or approved equal.

The color of the detectable warning surface shall be “Federal Yellow” conforming to Federal Color No. 33538.

The orientation of the dome pattern for all panels shall be parallel with the panel edges.

At a minimum the Contractor shall adhere to the truncated dome tile manufacturer’s installation requirements including proper surface preparation and protection of the work and surrounding area. The manufacturer shall provide a minimum 5-year warranty, guaranteeing replacement when there is a defect in the dome shape, color fastness, sound on cane acoustic quality, or deterioration of the detectable warning surface. The warranty period shall commence on the date of acceptance.

**NOTE: Detectable Warning Surface Materials shall be installed across the entire width of the bottom of the ramp, and shall be a minimum of 3’ in depth, in conformance with the latest ADA requirements.**

#### PAYMENT

Payment for the various PCC items in this section shall be made at the contract price as shown in the Bid Schedule.

Compensation for **Construct PCC ADA Sidewalk** shall be paid for at the contract unit price bid per **Square Foot**, and shall include full compensation for all saw cutting of existing PCC and AC, removal and disposal, all related forming, sub-grade preparation, all landscaping, removal of all concrete bollards, all replacement AC pavement as required to provide room for concrete forms, including all proposed retaining curbs, scoring patterns and grooving, replacement of landscaping, protecting existing improvements within and adjacent to the work, furnishing all labor, materials, tools, equipment and incidentals and for completing all work involved as specified herein, and as shown on the project plans and referenced standard plans.

Compensation for **Construct PCC Curb** shall be paid for at the contract unit price bid per **Linear Foot**, and shall include full compensation for all saw cutting of existing PCC and AC, removal and disposal, all related forming, sub-grade preparation, all landscaping, removal of all concrete bollards, all replacement AC pavement as required to provide room for concrete forms, replacement of landscaping, protecting existing improvements within and adjacent to the work, furnishing all labor, materials, tools, equipment and incidentals and for completing all work involved as specified herein, and as shown on the project plans and referenced standard plans.

Compensation for **Construct Reinforced Concrete Stairway Per SPPWC 640-4.** shall be paid for at the contract unit price bid per **Square Foot**, and shall include full compensation for all saw cutting of existing PCC and AC, removal and disposal, all related forming, sub-grade preparation, all landscaping, removal of all concrete bollards, all replacement AC pavement as required to provide room for concrete forms, scoring patterns and grooving, replacement of landscaping, protecting existing improvements within and adjacent to the work, furnishing all labor, materials, tools, equipment and incidentals and for completing all work involved as specified herein, and as shown on the project plans and referenced standard plans.

Compensation for **Construct Longitudinal PCC Gutter Per SPPWC 122-2, Length Per Plan. & Construct ADA Compliant Longitudinal PCC Gutter, Length Per Plan. Cross Slopes Shall be 5% Maximum Within Pedestrian Path.** shall be paid for at the contract unit price bid per **Square Foot**, and shall include full compensation for all saw cutting of existing PCC and AC, removal and disposal, all related forming, sub-grade preparation, all landscaping, all replacement AC pavement as required to provide room for concrete forms, including all required grinding and conforming to existing improvements, protecting existing improvements within and adjacent to the work, furnishing all labor, materials, tools, equipment and incidentals and for completing all work involved as specified herein, and as shown on the project plans and referenced standard plans.

Compensation for Construct **PCC ADA Access Ramp** shall be paid for at the contract unit price bid per **Each**, and shall include full compensation for all saw cutting of existing PCC and AC, removal and disposal, all related forming, sub-grade preparation, all replacement of landscaping, removals of concrete bollards, all replacement AC pavement as required to provide room for concrete forms, adjacent AC/AB removal and replacement of full depth AC Base Course

(minimum 1-foot wide / 4-inch deep) associated with the access ramp reconstruction, cast-in-place detectable warning surface, all retaining curbs, scoring patterns and grooving, protecting existing improvements within and adjacent to the work, furnishing all labor, materials, tools, equipment and incidentals and for completing all work involved as specified herein, and as shown on the project plans and referenced standard plans.

The PCC retaining curb, gutter and adjacent sidewalk construction, which is related to the PCC access ramp construction, shall be considered as included in the unit price bid for the applicable removal and construction of PCC curb access ramp, and no additional compensation will be allowed therefore.

**BID ITEM 9C  
REMOVE EXISTING AND INSTALL SURFACE MOUNTED DETECTABLE WARNING SURFACE (FEDERAL YELLOW)**

GENERAL

This work shall consist of cleaning the existing asphalt concrete surface, removing existing detectable warning surfaces, and placing a surface mounted detectable warning surface as shown on the project details and as directed by the Engineer. This work shall consist of cleaning and installation of a surface mounted detectable warning surface per the manufacture recommendations.

**DETECTABLE WARNING SURFACE**

The surface mounted detectable warning surface shall be installed across the entire width of the bottom of the ramp, and shall be a minimum of 3' in depth, in conformance with the latest ADA requirements, as manufactured by DETECTABLE WARNING SYSTEMS, INC. Phone: 866 – 999 – 7452, or approved equal.

The color of the detectable warning surface shall be “Federal Yellow” conforming to Federal Color No. 33538.

The surface mounted detectable warning surface shall be installed across the entire width of the loading area as it enters the traveled way and as directed by the Engineer.

PAYMENT

Payment for **Remove Existing And Install Surface Mounted Detectable Warning Surface (Federal Yellow)** shall be made at the contract unit price for **Each** and shall include full compensation for removing existing detectable warning surface, furnishing all labor, materials, tools, equipment and incidentals, and all costs incurred by the Contractor for pavement preparation and installation of surface mounted detectable warning surface, and no additional compensation will be allowed therefore.

**ADJUST SEWER CLEANOUT TO GRADE – NOT A BID ITEM (Included in Various Bid Items)**

Section 403 of the Standard Specifications shall be amended as follow:

#### DESCRIPTION

Adjustments to surface utilities to grade shall conform to sections 403 of the Standard Specifications for Public Works Construction. This work shall consist of adjusting surface utilities to grade on parking lots to receive AC inlay. Includes such items as sewer cleanout frames and covers to finished grade. Prior to the start of any work the Contractor is required to tie-out all existing surface utilities to the satisfaction of the Engineer. This work shall be performed by contractor unless noted on the plans that work is to be performed by others.

#### MATERIALS

Concrete shall be Class 660-C-3750 (7 sack mix) conforming to the provisions of Section 201 of the Standard Specifications.

Asphalt concrete shall be Type D2, 1/2" maximum, conforming to the provisions of Section 203-10 of the Standard Specifications.

#### CONSTRUCTION

Construction shall conform to the Standard Specifications and these Special Provisions:

1. After placing the Overlay, circular holes shall be cut where the surface utility exists. The I.D. of the circular hole shall be at least 24" larger than the O.D. of the manhole or water valve box.
2. The frame and cover shall then be raised to the finished pavement grade. The manhole frame and cover shall be suitably blocked and grouted in place to the satisfaction of the Engineer.
3. A concrete collar shall be poured around the manhole frame and cover, water valve box to within 1.5- inch of finished pavement grade. Said collar shall have a minimum depth of 12" and be placed on thoroughly compacted subgrade.
4. After concrete has cured sufficiently, it shall be tack coated and asphalt concrete shall be placed to finished pavement grade.

At the Contractor's option, integral black colored seven sack mix concrete may be utilized, in which case the concrete shall be placed to finished grade and finished smooth. Eliminate Step 4.

#### TRAFFIC CONTROL

Protection of the work shall be the responsibility of the Contractor and the Contractor shall provide delineation to the satisfaction of the Engineer to accomplish this. Refer to section entitled "Traffic Control and Lane Closure" for details.

Sections 403-4 and 403-5 of the Standard Specifications shall be amended as follow:

MEASUREMENT - Measurement shall be by a count of each manhole frame and cover, water valve box and survey well monument box raised to finished grade.

#### PAYMENT

Payment for **Adjust Sewer Cleanout to Grade** is not a bid item and is included in Various Bid Items and no additional compensation will be allowed.

### **BID ITEM 5E, 6F, 7B, 9D, 10C TRAFFIC SIGNING, STRIPING, LEGENDS, MARKERS and Wheel Stops**

#### TRAFFIC SIGNING

New traffic signs shall be installed at the locations shown on the plans or where directed by the engineer, and shall conform to the provisions in Section 82-3, "Roadside Signs", of the 2015 Caltrans Standard Specifications and these Technical Specifications.

#### GENERAL:

All new signs shall be furnished and installed by the Contractor. The sign sizes, messages, and colors shall conform to the current edition of the Caltrans Sign Specifications. The sign sizes shall be the standard size shown in the Sign Specifications unless shown otherwise on the plans. The sign backing material shall be anodized rolled sheet aluminum and shall be one piece with drilled holes for mounting.

All signs installed in parkways, sidewalks or pedestrian areas shall have a minimum of 7 feet of vertical clearance from the bottom of the lowest sign to the surrounding surface. All signs installed in raised median areas shall have a minimum vertical clearance of 4 feet from the existing surface unless shown otherwise on the plans.

When two signs are installed on one post, the signs shall be installed in the proper standard vertical positions unless shown otherwise on the plans. Regulatory, Warning and Guide signs shall be posted above parking restriction signs. The Engineer shall determine the proper order for multiple signs. Sign panels shall not be overlapped.

If signposts are not long enough to provide standard clearance for all signs, a longer post shall be furnished and installed. Signs shall be installed at right angles to approaching traffic unless shown otherwise on the plans. In no case shall signs be installed on wood utility poles or on wood street light poles.

#### MATERIALS:

- a. Roadside signs shall be fabricated using 0.080-inch thick aluminum sheeting and traffic signal mast arm mounted signs shall be fabricated using 0.10-inch thick aluminum sheeting.
- b. ASTM Type XI (3M Diamond Grade Series 4090 DG3) reflective sheeting shall be used for the followings:
- c. All Regulatory signs.
- d. All Warning signs.
- e. For school related signs, reflective sheeting shall be 3M Diamond Grade (Fluorescent) Series 4083 DG3.
- f. For all other signs, including parking restrictions and Street Sweeping signs, the reflective sheeting shall be 3M Diamond Grade DG-3.
- g. Temporary or construction signs can be ASTM Type I (Engineering Grade).
- h. All signs, except for temporary or construction signs, shall have graffiti coating or film (such as 3M 1160 Overlay) as recommended by the manufacturer of the reflective material. Neither the color nor the reflective intensity of the finished sign panel shall be significantly diminished by the use of graffiti remover when used in a manner approved by Caltrans and the sheeting manufacturer.

Reflective sheeting will be applied to the sign panel utilizing the method approved by the manufacturer of the sheeting and shall produce a durable bond equal to or greater than the strength of the reflective sheeting. No air pockets or bubbles shall exist between the sheeting and the aluminum backing. All sign panels furnished by the Contractor shall be new with no scratches or tears in the reflective sheeting.

No splice will be allowed in the sign panel reflective sheeting other than that which occurs in the manufactured roll of reflective sheeting on sign panels with a minor dimension of 48" or less. On all rectangular sign panels, the splice will be horizontal. No finished sign panel shall have more than one (1) splice and no splice will fall within 2" of the sign panel edge. When splices do occur, the adjoining reflective sheets shall be color matched under both incident and reflective light.

Section 82-3.02B, Metal Posts, shall be deleted and replaced with the following paragraph:

New signs shall be installed using square tubing signpost (such as Unistrut Telspar™, UltiMate or Agency-approved equal), anchors and anchor sleeves. Anchors and sleeves shall be embedded with no more than four holes exposed and no less than two holes exposed. The signpost, anchor and anchor sleeve shall be fully perforated galvanized square 12 gauge steel tubing. The signpost shall be 2 inch square, the signpost anchor shall be 2.25 inch square (all dimensions are nominal).



Section 82-3.02C, Wood Posts, shall be deleted.

Section 82-3.02D, Laminated Wood Box Posts shall be deleted.

The third paragraph of Section 82-3.02E, Sign Panel Fastening and Mounting Hardware, shall be amended to read as follows:

All new straps, saddle brackets, nuts, bolts, and washers shall be stainless steel. Each sign panel shall have a minimum of two rivets installed per sign. Each signpost shall utilize a minimum of two rivets to attach the sign post to the sign post anchor assembly.

The fourth paragraph of Section 82-3.02E, Sign Panel Fastening and Mounting Hardware, shall be deleted.

#### CONSTRUCTION METHODS:

Section 82-3.03, Construction, shall be deleted and replaced with the following:

The Contractor shall install new and relocate existing signs as noted on the plans, shall protect-in-place existing signs and posts which are not to be removed, and shall replace any of these signs which are damaged during construction.

Posts shall be installed in driven post anchors per the manufacturer's specifications.

New signs shall be installed on 10 foot posts, except a longer post shall be used if necessary to maintain a 7 foot vertical clearance from the bottom of the lowest sign to the top of the surrounding surface in pedestrian areas. Signposts shall be installed a minimum of 6 feet from power poles, fire hydrants, and other obstructions.

If the anchor and sleeve are installed in a median island with decorative paving, a concrete or decorative sidewalk area:

On existing pavement, install a 4-inch diameter Scheduled 40 PVC sleeve by core drilling the pavement.

The length of the sleeve shall be the same as the thickness of the decorative paving or up to 1 inch greater. The sleeve shall be installed flush with the finish grade of the surrounding decorative paving. Back fill the annular void between the sleeve and signpost anchor with existing base material or sand to within 1" of the finished surface. Fill the final 1" with grout.

All signs to be salvaged, as called for on the plans, shall become property of the Contractor.

All posts driven signpost anchors shall be completely removed and the signpost anchor assembly hole backfilled with clean fill dirt to match the existing surrounding grade (non-paved areas only). Driven signpost anchors in sidewalk or pavement areas shall be completely removed and backfilled with grout to the level of the surrounding grade.



Sign posts with foundations in parkway area shall be completely removed and backfilled with clean fill dirt to match the grade of the surrounding area. Sign posts located within sidewalk or other paved areas, shall core drill the sidewalk and remove the signpost to below sidewalk or paving then backfilled with concrete or paving material to match the existing.

Section 82-3.03B, Sign Panel Installation, shall be deleted.

## TRAFFIC STRIPING

### GENERAL

The Contractor shall be responsible for inventorying all existing striping that will be affected by the work. Existing striping and markings shall be replaced in the existing locations unless otherwise directed by the Engineer or as shown in the Project Plans. The Contractor's inventory shall be presented to the Engineer upon request.

### REMOVAL OF EXISTING PAVEMENT MARKERS AND MARKINGS

All existing raised pavement markers and markings shall be removed from the existing pavement prior to construction.

Nothing in these Special Provisions shall relieve the Contractor from the responsibilities established in Subsection 7-10, "Safety", of the Standard Specifications.

### TEMPORARY PAVEMENT MARKINGS

Temporary pavement markings shall be placed on the roadway following the final application of the asphalt concrete surface course. The first coat of painted striping and markings shall be placed within five (5) working days after final placement of the asphalt concrete surface course. The second coat of painted striping and markings shall be placed fourteen (14) days thereafter.

### PAVEMENT STRIPING AND RAISED REFLECTIVE PAVEMENT MARKERS

The Contractor shall furnish and apply traffic stripes and pavement markings as shown on the plans and as directed by the Engineer. Placement of striping and markings shall conform to the requirements of Section 84 and 85 of the 2010 Caltrans Standard Specifications and these Special Provisions.

Two applications of paint shall be made for all layout alignment and spotting. The Contractor shall mark, or otherwise delineate, the pavement markings before leaving the site on the same day he covers the existing striping and markings. No street shall be without the proper striping when open to the public.

Paint for Traffic Striping and pavement markings shall be low volatile organic compound (VOC) beaded paint.

Thermoplastic striping and markings shall not be permitted.

Subsection 84-1.01, "General", are amended to read:

This work shall consist of applying painted traffic lines and pavement markings at the locations and in accordance with the details shown on the plans or designated by the Engineer, and as specified in these Specifications and the Special Provisions.

The kind of material or paint to be applied will be as designated in the Caltrans Standard Specifications, specified in the Special Provisions, or shown on the plans.

Paragraph 1 of Subsection 84-1.03A, is amended to read:

The Contractor shall perform all layout, alignment and spotting, which will consist of existing strips or control points spaced at 200 feet on tangents and 50 feet on curves and tapers.

The first sentence of paragraph 4 of Subsection 84-1.03C "Tolerances and Appearance", is amended to read:

Drips, overspray, improper markings and paint material tracked by traffic shall be immediately removed.

Pavement markers shall conform to the provisions in Section 85, "Pavement Markers", of the Caltrans Standard Specifications and these "Special Provisions", and as approved by the Engineer.

RPM's shall be placed as part of the second coat of striping. At each fire hydrant location, a blue RPM shall be placed as indicated on the Project Plans and as directed by the Engineer.

### Wheel Stops

#### GENERAL:

wheel stops shall be furnished and installed as shown on the project plans and as directed by the owners representative.

#### PAYMENT

Payment for **TRAFFIC SIGNING, STRIPING, LEGENDS, MARKERS and Wheel Stops** shall be made at the contract price **Lump Sum** for the various striping, signing and markings items, and shall include full compensation for furnishing all labor, materials (including glass beads and paint), tools, equipment, stencils and incidentals; and for doing the work involved in installation of new

traffic signs, new sign posts, removal of stripes, raised pavement markers, and pavement markings, placement of temporary striping, painting parking stall stripes, placement of raised pavement markers and pavement markings consisting of legends, removal, salvaging, and re-installation of existing wheel stops and furnishing and installing precast wheel stops, rebar anchors, and no additional compensation will be allowed therefore.

Compensation for removal of existing pavement markings and raised pavement markers shall be considered as included in the various items of work.

## **END OF TECHNICAL SPECIFICATIONS**

**APPENDIX A**  
**STANDARD PLANS**

**GENERAL NOTES:**

- ALL WORK SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2015 EDITION, THE ORANGE COUNTY PUBLIC WORKS STANDARD PLANS, 2006 EDITION, AND CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS AND SPECIFICATION, 2015 EDITION, EXCEPT WHERE OTHERWISE NOTED.
- ALL EXISTING IMPROVEMENTS, INCLUDING CURB AND GUTTERS, SIDEWALKS, AND ASPHALT CONCRETE, SHALL BE JOINED OR MATCHED IN A MANNER SATISFACTORY TO CITY'S REPRESENTATIVE, INCLUDING NECESSARY SAWCUTTING, REMOVAL, REPLACEMENT, AND CAPPING.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND SHALL NOTIFY THE CITY'S REPRESENTATIVE AT (714) 961-7199, 48 HOURS PRIOR TO STARTING EACH PHASE OF CONSTRUCTION AND PRIOR TO REQUIRING INSPECTION.
- TRAFFIC CONTROL AND SAFETY DEVICES SHALL BE PLACED AND MAINTAINED PER WORK AREA TRAFFIC CONTROL HANDBOOK (W.A.T.C.H.), LATEST EDITION, PER THE CALIFORNIA MUTCD, 2014 EDITION, AND TO THE SATISFACTION OF THE CITY'S REPRESENTATIVE.
- THE EXISTENCE AND LOCATIONS OF ANY UNDERGROUND UTILITIES PIPES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. APPROVAL OF THESE PLANS BY THE CITY OF YORBA LINDA DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF THE LOCATION OR EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITY PIPE OR STRUCTURE WITHIN THE LIMITS OF THIS PROJECT. THE CONTRACTOR IS REQUIRED TO TAKE ALL DUE PRECAUTIONARY MEANS TO PROTECT THE UTILITY LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.
- ADVERTISING SIGNS WILL NOT BE PERMITTED WITHIN STREET RIGHT-OF-WAY.
- COMPACTION TESTING SHALL BE PERFORMED BY THE CITY'S SOILS ENGINEER AT THE DIRECTION OF THE CITY'S REPRESENTATIVE.
- THE FINAL OR SURFACE LAYER OF ASPHALT CONCRETE SHALL NOT BE PLACED UNTIL ALL IMPROVEMENTS HAVE BEEN COMPLETED, INCLUDING ALL GRADING, AND UNTIL ALL UNACCEPTABLE CONCRETE WORK HAS BEEN REMOVED AND REPLACED UNLESS APPROVED OTHERWISE BY THE CITY'S REPRESENTATIVE, PER ORANGE COUNTY PUBLIC WORKS STANDARD PLAN 1805.
- ALL WORK AND MATERIALS RELATING TO SIGNING, STRIPING AND PAVEMENT MARKINGS, SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS DATED 2015, AND THE CALIFORNIA MUTCD, 2014 EDITION.
- THE CONTRACTOR IS REQUIRED TO ASCERTAIN THE EXACT LOCATION OF UNDERGROUND FACILITIES PRIOR TO DOING ANY WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICE. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT AT 811 AT LEAST 48 HOURS PRIOR TO PERFORMING ANY EXCAVATIONS.

**NOTICE TO CONTRACTOR**

CONTRACTOR AGREES THAT THEY SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING THE SAFETY OF ALL PERSONS ON THE PROPERTY;

THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT TO BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL AND ALLEGED, IN THE CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT KNOWN OR IN A LOCATION DIFFERENT FROM THAT WHICH IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES PRIOR TO DOING WORK THAT MAY DAMAGE SUCH FACILITIES OR INTERFERE WITH THEIR SERVICE.

# CITY OF YORBA LINDA PARKING LOT REHABILITATION (FISCAL YEAR 2023-24)

## FOR BRYANT RANCH PARK, CITY HALL, EASTSIDE COMMUNITY PARK, LAS PALOMAS TENNIS PARK, BLACK GOLD PARKING LOT



**SHEET INDEX**

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	DETAILS
3	PARKING LOT REHABILITATION & STRIPING PLAN CITY HALL (BACK PARKING LOT)
4	PARKING LOT REHABILITATION & STRIPING PLAN LAS PALOMAS TENNIS PARK
5	PARKING LOT REHABILITATION & STRIPING PLAN EASTSIDE COMMUNITY PARK
6	PARKING LOT REHABILITATION & STRIPING PLAN BRYANT RANCH PARK
7	PARKING LOT REHABILITATION BLACK GOLD PARKING LOT
8	PARKING LOT ADA STALL DETAIL BLACK GOLD PARKING LOT
9	PARKING LOT STRIPING PLAN BLACK GOLD PARKING LOT
10	ADA DETAILS

**UTILITY CONTACT**

NOTIFY THE FOLLOWING AGENCIES AT LEAST TWO DAYS PRIOR TO STARTING WORK

AERA ENERGY LLC TONY DEVITO	(714) 969-3270
AT&T - DISTRIBUTION JAN VESSELS	(714) 575-8465
GOLDEN STATE WATER COMPANY STAN YARBROUGH	(714) 528-1463
METROPOLITAN WATER DISTRICT RICK BICKER OR TIM HATCH KIREN CALLANAN	(714) 577-5084 (213) 217-7474
ORANGE COUNTY SANITATION DISTRICT WENDY SMITH	(714) 593-7880
SOUTHERN CALIFORNIA EDISON CO. CINDY VERRENGIA	(714) 973-5681
SOUTHERN CALIFORNIA EDISON CO. (PLANNING) DAVID HENSLEY	(714) 870-3149
SOUTHERN CALIFORNIA EDISON CO. ALICIA WALSH	(714) 973-5611
SOUTHERN CALIFORNIA GAS CO. (DISTRIBUTION) STEVE ALCALA	(714) 634-3185
SOUTHERN CALIFORNIA GAS CO. (TRANSMISSION) ROSALYN SQUIRES	(818) 701-4546
TIME WARNER CABLE - NORTH ORANGE COUNTY DON SIMONS	(714) 903-8347
YORBA LINDA WATER DISTRICT STEVE CONKLIN	(714) 701-3102

**ABBREVIATIONS**

AB	AGGREGATE BASE	MAX/MAX.	MAXIMUM
AC/A.C.	ASPHALT CONCRETE	MIN/MIN.	MINIMUM
BCR	BEGINNING OF CURB RETURN	NTS	NOT TO SCALE
BEG	BEGIN	OCPW	ORANGE COUNTY PUBLIC WORKS
C&G	CURB AND GUTTER	PCC	PORTLAND CEMENT CONCRETE
CF	CURB FACE	PROP	PROPOSED
CLR	CLEAR	RSP	REVISED STANDARD PLAN
C.N.	CONSTRUCTION NOTE	SF	SQUARE FEET
CONC	CONCRETE	SPPWC	STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION
DIA.	DIAMETER	STD	STANDARD
DWY	DRIVEWAY	SW	STANDARD SIDEWALK
FT	FOOT	TC	TOP OF CURB
FY	FISCAL YEAR	TSPB	TRAFFIC SIGNAL PULLBOX
EXIST/EX	EXISTING	TYP.	TYPICAL
FS/F.S.	FINISHED SURFACE	VAR.	VARIABLE
GB	GRADE BREAK	WV	WATER VALVE
L	LENGTH	YLWD	YORBA LINDA WATER DISTRICT
LF	LINEAR FEET		
LS	LANDSCAPING		

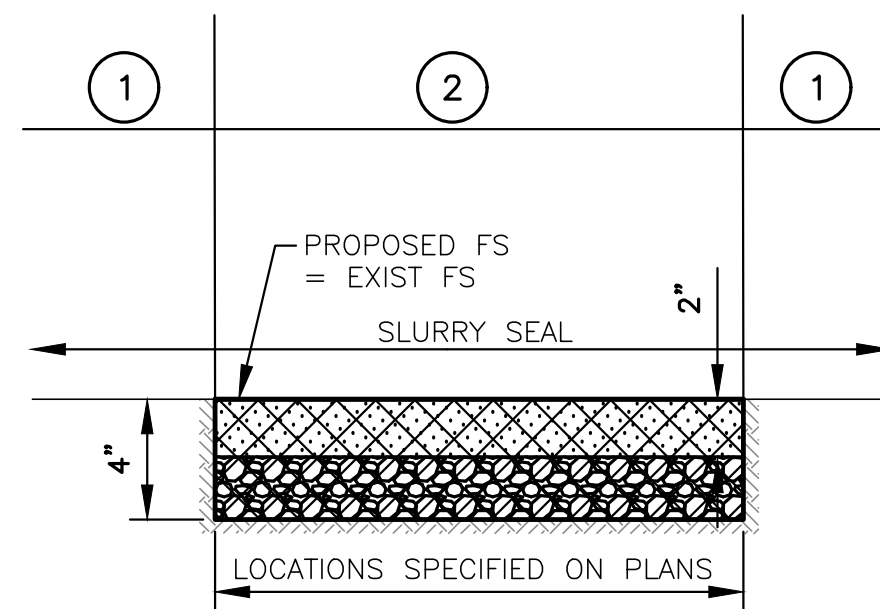
**LEGEND**

	EX SIGN & POST		EX LIGHT POLE
	EX WHEEL STOP		EX FENCE
	EX TREE		EX WATER VALVE
	EX SEWER CLEANOUT		PCC
	SLURRY SEAL (TYPE PER PLAN)		LANDSCAPING
	COLD MILL & AC OVERLAY		SIGNING & STRIPING NOTE
	AC BASE REPAIR ("DIGOUT")		NUMBER OF PARKING STALLS



REVISIONS			PREPARED UNDER THE SUPERVISION OF		PREPARED UNDER THE SUPERVISION OF		DATE		FY 2023-24 PARKING LOT REHABILITATION		CITY OF YORBA LINDA	
NUMBER	DATE	INITIALS	 <b>Harris &amp; Associates.</b> 101 Progress, Suite 250 - Irvine, CA 92618 PHONE: (949) 655-3900 • FAX: (949) 655-3995 <i>Marc Gallardo</i> 3/6/2024 MARC I. GALLARDO RCE #C86472 DATE		 MARC I. GALLARDO RCE #C86472 NO. C86472 CIVIL STATE OF CALIFORNIA		MARC I. GALLARDO RCE #C86472 DRAWN BY JWL/APH 3-6-24 CHECKED BY RQB 3-6-24 RECOMMENDED BY BS 3-6-24		3-6-24		TITLE SHEET  CITY OF YORBA LINDA	
										SHEET No. 1 of 10		

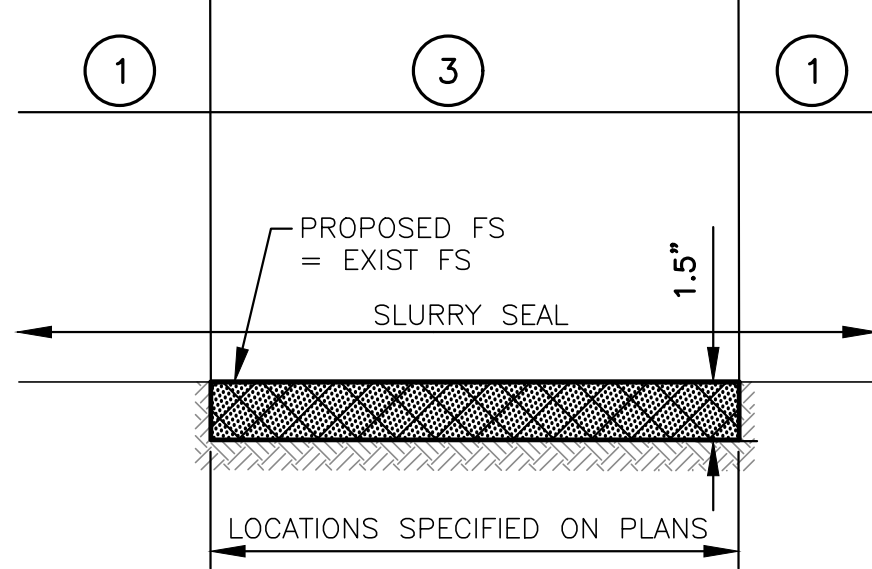




- NOTES:**
1. REMOVE 4" OF EXISTING AC PAVEMENT, BASE MATERIAL AND/OR SUBGRADE. IF WHEN SUBGRADE IS EXPOSED, COMPACT SUBGRADE TO MINIMUM 95% RELATIVE COMPACTION.
  2. CONSTRUCT 2" ASPHALT CONCRETE SURFACE COURSE (1/2" MAX ROCK, 'C2' MIX) OVER 2" ASPHALT CONCRETE BASE COURSE (3/4" MAX ROCK).

**TYPICAL 4" BASE REPAIR DETAIL**

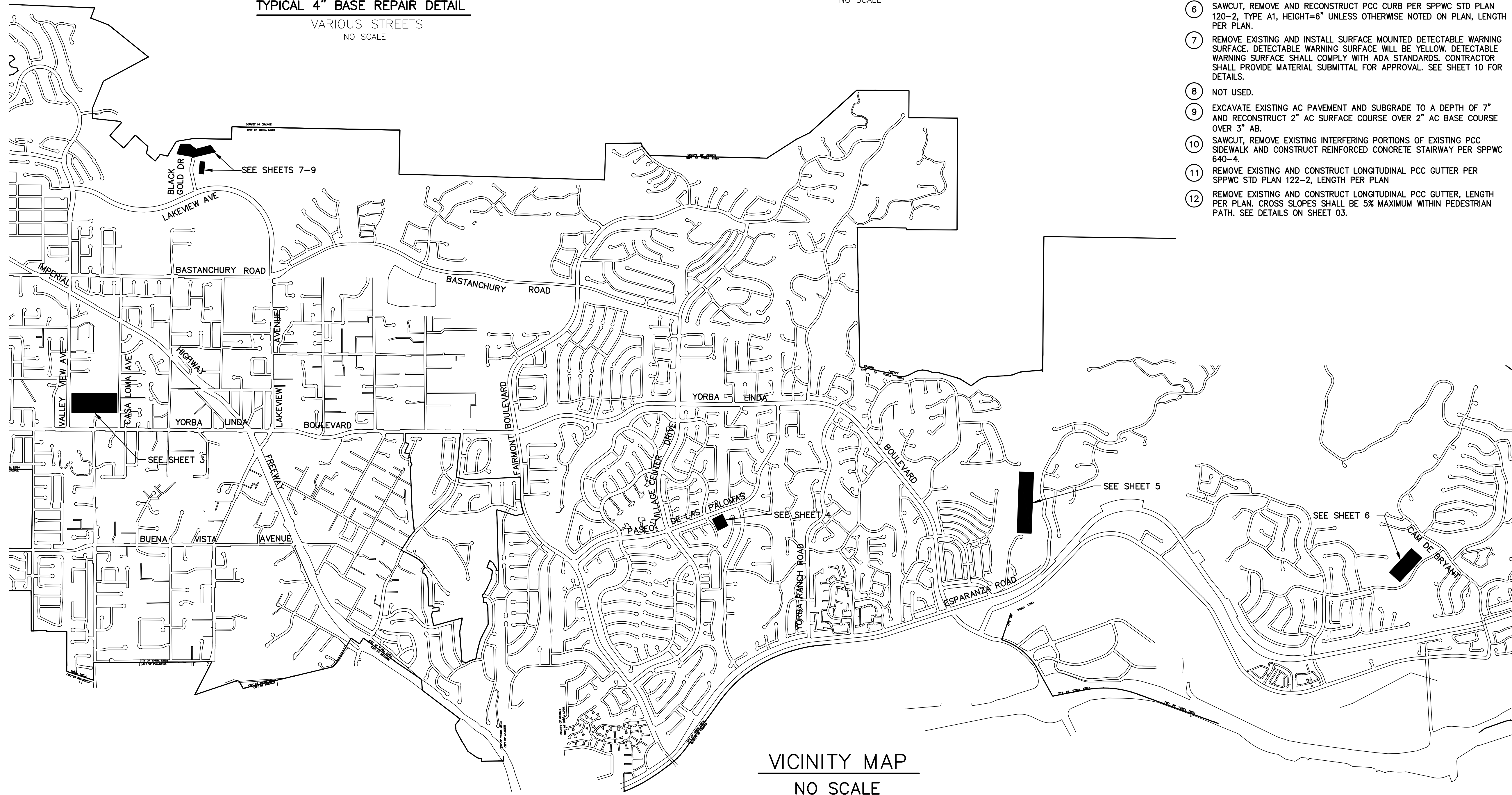
VARIOUS STREETS  
NO SCALE



- NOTES:**
1. GRIND EXISTING AC PAVEMENT 1.5" DEEP
  2. CONSTRUCT 1.5" ASPHALT CONCRETE SURFACE COURSE (1/2" MAX, 'C2' MIX).

**TYPICAL LOCALIZED INLAY REPAIR DETAIL**

VARIOUS STREETS  
NO SCALE



**MASTER LIST OF CONSTRUCTION NOTES:**

- PROTECT EXISTING IMPROVEMENT IN PLACE.
- REMOVE EXISTING AND INSTALL LANDSCAPE TO MATCH EXISTING PER DIRECTION OF CITY.
- CLEAN, ROUT AND SEAL ALL CRACKS GREATER THAN 1/8" IN WIDTH. CONSTRUCT TYPE 1 SLURRY SEAL.
- SAWCUT AND REMOVE 4" DEPTH OF EXISTING AC PAVEMENT AND SUBGRADE. REMOVE CONFLICTING TREE ROOTS TO 12" MINIMUM DEPTH. PLACE 4" THICK AC OVER COMPACTED NATIVE (95% RELATIVE COMPACTION) TO BACKFILL ROOT EXCAVATED AREA (1.5% MAX SURFACE SLOPE EACH DIRECTION WITHIN ADA STALL AND AISLE LIMITS). CONSTRUCT TYPE 1 SLURRY SEAL.
- COLDMILL EXISTING AC PAVEMENT 0.17" UNIFORM DEPTH, CLEAN, ROUT AND SEAL ALL CRACKS GREATER THAN 1/8" IN WIDTH AND CONSTRUCT 0.17" UNIFORM DEPTH ASPHALT CONCRETE INLAY (1.5% MAX SURFACE SLOPE EACH DIRECTION WITHIN ADA STALL AND AISLE LIMITS). CONSTRUCT TYPE 1 SLURRY SEAL.
- SAWCUT, REMOVE EXISTING INTERFERING PORTIONS OF EXISTING PCC SIDEWALK, CURB AND GUTTER AND CONSTRUCT PCC ACCESS RAMP PER CALTRANS STD PLAN AB8A, CASE PER PLAN. INCLUDES 12" WIDE / 4" DEE ADJACENT AC SURFACE REMOVAL AND REPLACEMENT AND CAST-IN-PLACE DETECTABLE WARNING. PCC TO MATCH EXISTING COLOR AND FINISH.
- SAWCUT, REMOVE AND RECONSTRUCT PCC SIDEWALK.
- SAWCUT, REMOVE AND RECONSTRUCT PCC CURB PER SPPWC STD PLAN 120-2, TYPE A1, HEIGHT=6" UNLESS OTHERWISE NOTED ON PLAN, LENGTH PER PLAN.
- REMOVE EXISTING AND INSTALL SURFACE MOUNTED DETECTABLE WARNING SURFACE. DETECTABLE WARNING SURFACE WILL BE YELLOW. DETECTABLE WARNING SURFACE SHALL COMPLY WITH ADA STANDARDS. CONTRACTOR SHALL PROVIDE MATERIAL SUBMITTAL FOR APPROVAL. SEE SHEET 10 FOR DETAILS.
- NOT USED.
- EXCAVATE EXISTING AC PAVEMENT AND SUBGRADE TO A DEPTH OF 7" AND RECONSTRUCT 2" AC SURFACE COURSE OVER 2" AC BASE COURSE OVER 3" AB.
- SAWCUT, REMOVE EXISTING INTERFERING PORTIONS OF EXISTING PCC SIDEWALK AND CONSTRUCT REINFORCED CONCRETE STAIRWAY PER SPPWC 640-4.
- REMOVE EXISTING AND CONSTRUCT LONGITUDINAL PCC GUTTER PER SPPWC STD PLAN 122-2, LENGTH PER PLAN
- REMOVE EXISTING AND CONSTRUCT LONGITUDINAL PCC GUTTER, LENGTH PER PLAN. CROSS SLOPES SHALL BE 5% MAXIMUM WITHIN PEDESTRIAN PATH. SEE DETAILS ON SHEET 03.

**MASTER LIST OF SIGNING AND STRIPING NOTES:**

- RE-STRIPE PARKING STALLS (4" SOLID WHITE), 90 DEGREE PARKING LAYOUT. STALL WIDTH AND DEPTH PER PLAN.
- RE-STRIPE PARKING STALLS (4" SOLID WHITE), 60 DEGREE PARKING LAYOUT. STALL WIDTH AND DEPTH PER PLAN.
- PAINT ACCESSIBLE PARKING STALL STRIPING PER CALTRANS STD PLAN A90A. STALL WIDTH =9' AND ACCESSIBLE AISLE WIDTH =5', UNLESS OTHERWISE NOTED ON PLAN. ADA ACCESSIBLE PARKING SHALL BE OUTLINED IN FEDERAL BLUE. SEE SHEET 10 FOR DETAILS.
- INSTALL R99C SIGN AND R7-8B PER CALTRANS STANDARD A90A. SEE SHEET 10 FOR DETAILS.
- PAINT 4" YELLOW STRIPE AS SHOWN ON PLAN.
- PAINT WORD PARKING STALL LEGEND MARKINGS AS SHOWN ON PLAN (COLOR WHITE).
- PAINT 12" WIDE WHITE LIMIT LINE.
- PAINT 4" DOUBLE YELLOW STRIPE PER CALTRANS STD PLAN A20A, DETAIL 21.
- PAINT TYPE 1 10' ARROW PER CALTRANS STD PLAN A24A.
- PAINT "STOP" PAVEMENT LEGEND PER CALTRANS STD PLAN A24D.
- PAINT 4" DIAGONALS (COLOR PER PLAN) AT 3' MAX CENTERS WITH THE WORDS "NO PARKING" NO LESS THAN 12" HIGH WHERE SHOWN.
- INSTALL CONTINENTAL CROSSWALK PER CALTRANS STD PLAN A24F (COLOR PER PLAN).
- INSTALL DIAGONAL CROSSWALK PER CALTRANS STD PLAN A24F (COLOR PER PLAN).
- INSTALL TYPE D 2-WAY RETROREFLECTIVE MARKER (COLOR BLUE).
- INSTALL REFLECTIVE WHITE PAINT SPEED HUMP STRIPING.
- REPAINT CURB (COLOR AND LENGTH PER PLAN). YELLOW CURB TO BE STAMPED "LOADING/UNLOADING ONLY."
- REMOVE EXISTING WHEEL STOP AND REBARS. SALVAGE AND RELOCATE EXISTING WHEEL STOP FOR RE-USE. INSTALL SALVAGED WHEEL STOP WITH NEW #4 DOWELS INTO PAVEMENT.
- REMOVE EXISTING WHEEL STOP AND INSTALL NEW WHEEL STOP WITH #4 DOWELS.
- INSTALL NEW VAN ACCESSIBLE PARKING SIGN, R7-8b, PER CALTRANS STANDARD PLAN A90A, ON NEW POST. POST INSTALLATION SHALL BE PER OCPW STANDARD PLAN 1417.
- INSTALL NEW VAN ACCESSIBLE PARKING SIGN, R7-8b, PER CALTRANS STANDARD PLAN A90A, ON EXISTING POST.
- REMOVE EXISTING AND INSTALL NEW TOW AWAY SIGN, R100B (CA), PER CALTRANS STANDARD PLAN A90A, ON EXISTING POST.
- INSTALL NEW TOW AWAY SIGN, R100B (CA), PER CALTRANS STANDARD PLAN A90A, ON NEW POST. POST INSTALLATION SHALL BE PER OCPW STANDARD PLAN 1417.
- PROTECT EXISTING SIGNAGE, INCLUDING BUT NOT LIMITED TO R7-8B (VAN ACCESSIBLE SIGN) AND R99C (REFLECTORIZED/MINIMUM FINE SIGN)

REVISIONS		
NUMBER	DATE	INITIALS

PREPARED UNDER THE SUPERVISION OF  
**Harris & Associates.**  
 101 Progress, Suite 250 - Irvine, CA 92618  
 PHONE: (949) 655-3900 • FAX: (949) 655-3995  
*Marc Gallardo*  
 MARC I. GALLARDO RCE #C86472 DATE 3/6/2024



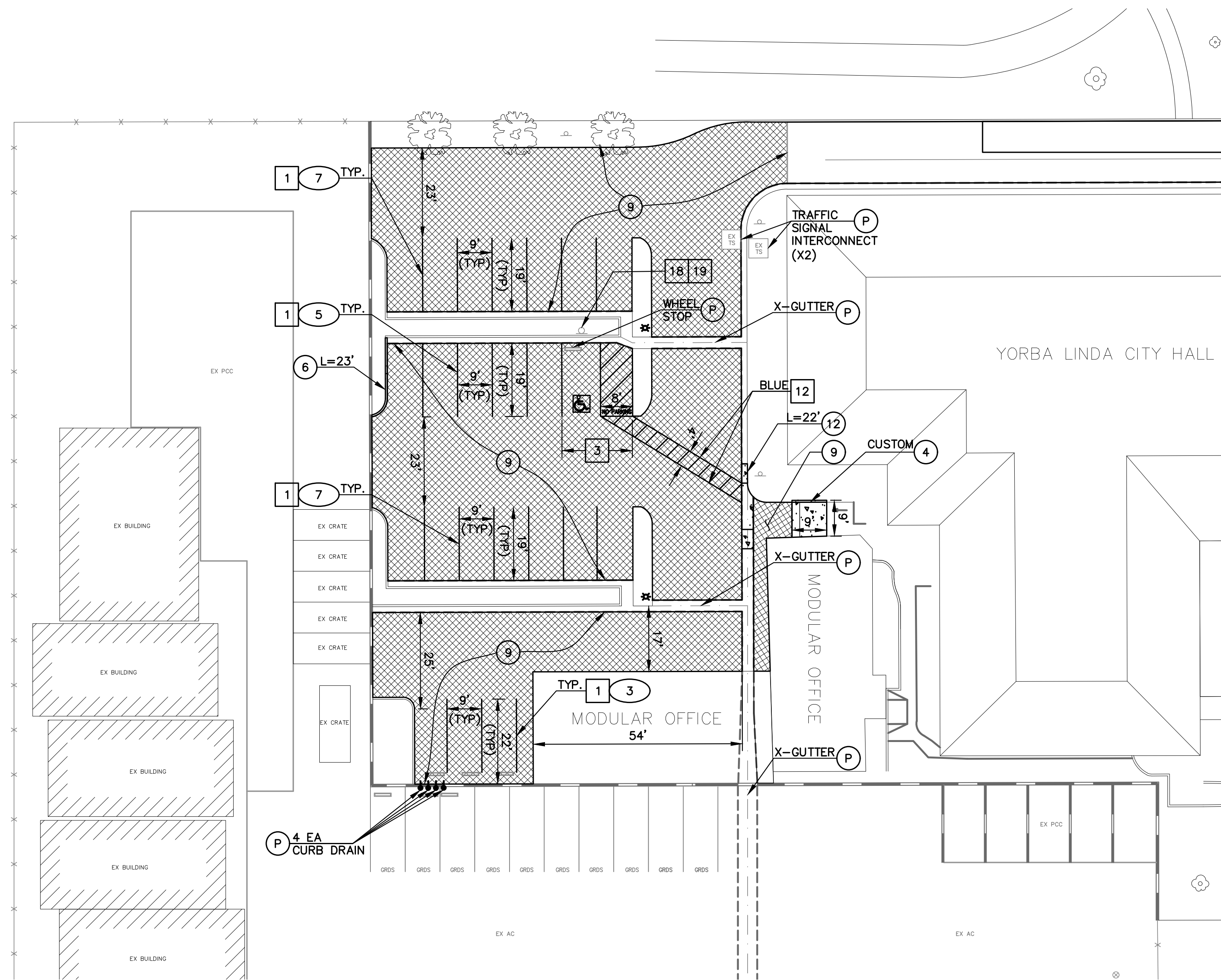
PREPARED UNDER THE SUPERVISION OF		DATE
MARC I. GALLARDO RCE #C86472		
DRAWN BY JWL/APH		3-6-24
CHECKED BY RGB		3-6-24
RECOMMENDED BY BS		3-6-24
APPROVED _____		
DIRECTOR OF PARKS & RECREATION		

FY 2023-24 PARKING LOT REHABILITATION

**OVERVIEW MAP**

CITY OF YORBA LINDA





**CONSTRUCTION NOTES**

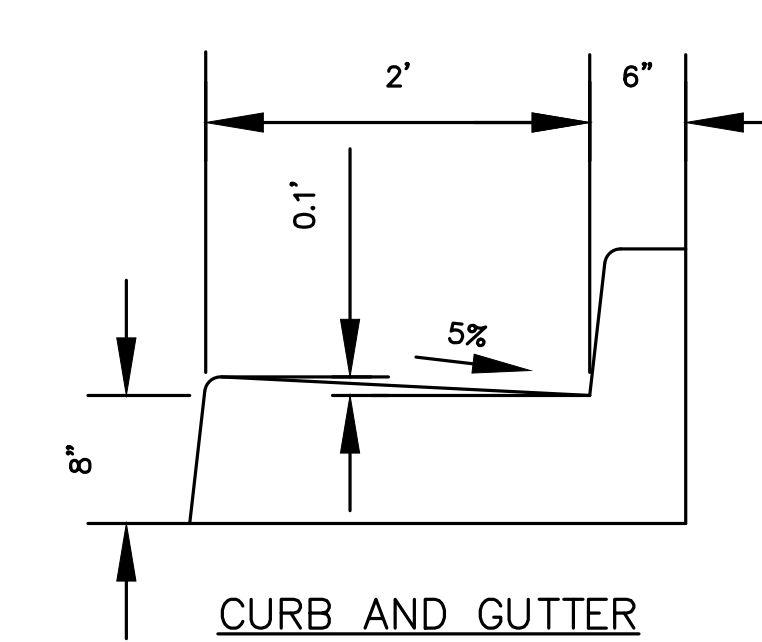
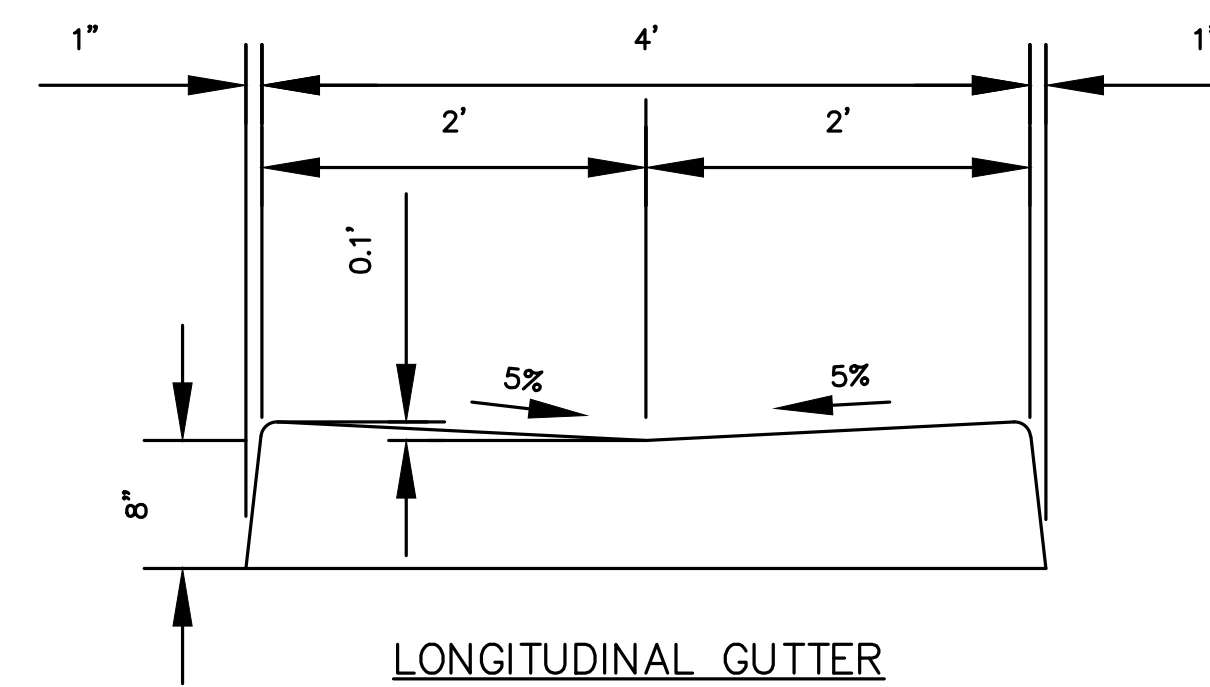
- (P) PROTECT EXISTING IMPROVEMENT IN PLACE.
- (4) SAWCUT, REMOVE EXISTING INTERFERING PORTIONS OF EXISTING PCC SIDEWALK, CURB AND GUTTER AND CONSTRUCT PCC ACCESS RAMP PER CALTRANS STD PLAN A88A, CASE PER PLAN. INCLUDES 12\"/>
- (6) SAWCUT, REMOVE AND RECONSTRUCT PCC CURB PER SPPWC STD PLAN 120-2, TYPE A1, HEIGHT=6\"/>
- (9) EXCAVATE EXISTING AC PAVEMENT AND SUBGRADE TO A DEPTH OF 7\"/>
- (12) REMOVE EXISTING AND CONSTRUCT LONGITUDINAL PCC GUTTER, LENGTH PER PLAN. CROSS SLOPES SHALL BE 5% MAXIMUM WITHIN PEDESTRIAN PATH. SEE DETAILS ON SHEET 03.

**SIGNING AND STRIPING NOTES**

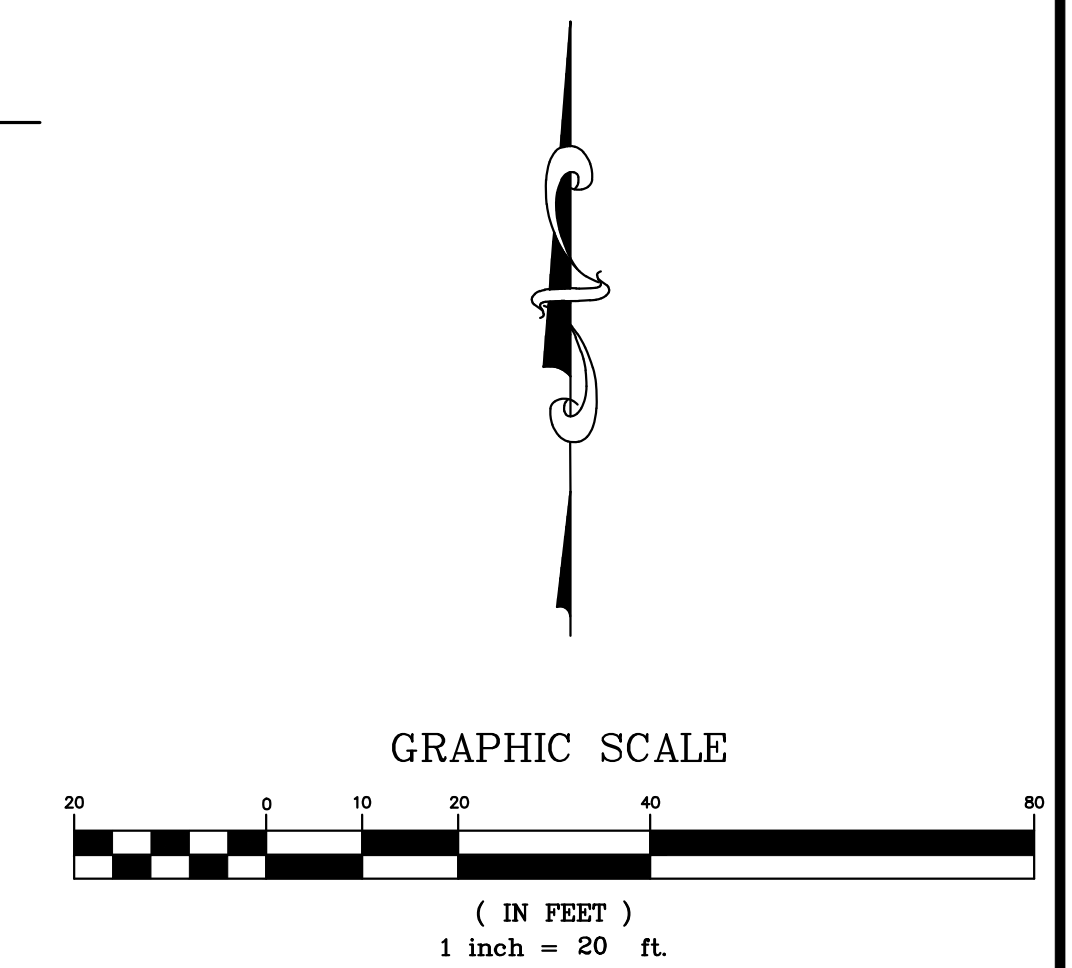
- (1) RE-STRIPE PARKING STALLS (4\"/>
- (3) PAINT ACCESSIBLE PARKING STALL STRIPING PER CALTRANS STD PLAN A90A. STALL WIDTH =9\"/>
- (12) INSTALL DIAGONAL CROSSWALK PER CALTRANS STD PLAN A24F (COLOR PER PLAN).
- (18) REMOVE EXISTING AND INSTALL NEW TOW AWAY SIGN, R100B (CA), PER CALTRANS STANDARD PLAN A90A, ON EXISTING POST.
- (19) PROTECT EXISTING SIGNAGE, INCLUDING BUT NOT LIMITED TO R7-8B (VAN ACCESSIBLE SIGN) AND R99C (REFLECTORIZED/MINIMUM FINE SIGN)

**LEGEND**

- AC BASE REPAIR ("DIGOUT")
- PCC
- NUMBER OF PARKING STALLS
- SIGNING & STRIPING NOTE



(12) GUTTER DETAILS NTS



4845 Casa Loma

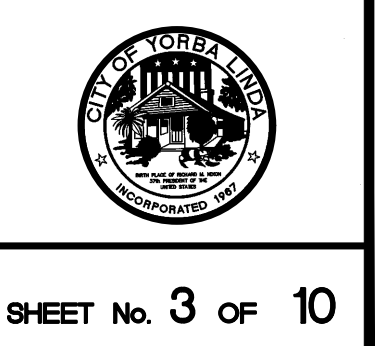
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 PHONE: (949) 655-3900 • FAX: (949) 655-3995  
*Marc Gallardo*  
 MARC I. GALLARDO RCE #C86472 DATE 3/6/2024



PREPARED UNDER THE SUPERVISION OF  
 MARC I. GALLARDO RCE #C86472  
 DRAWN BY JWL/AFH  
 CHECKED BY RJB  
 RECOMMENDED BY BS  
 APPROVED \_\_\_\_\_  
 DIRECTOR OF PARKS & RECREATION

DATE 3-6-24  
 3-6-24  
 3-6-24  
 FY 2023-24 PARKING LOT REHABILITATION  
**PARKING LOT REHABILITATION AND STRIPING PLAN**  
**CITY HALL (BACK LOT)**  
 CITY OF YORBA LINDA



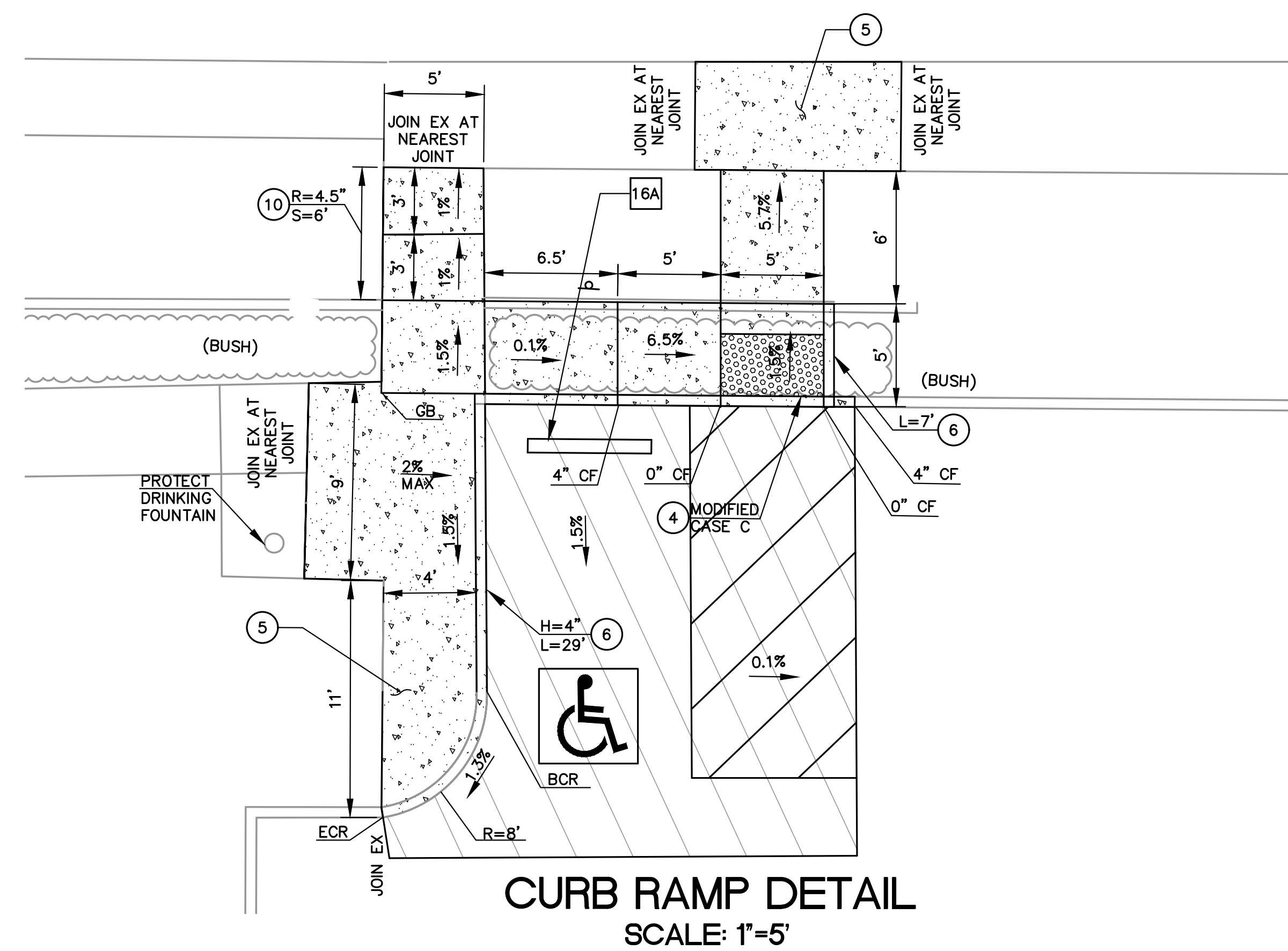
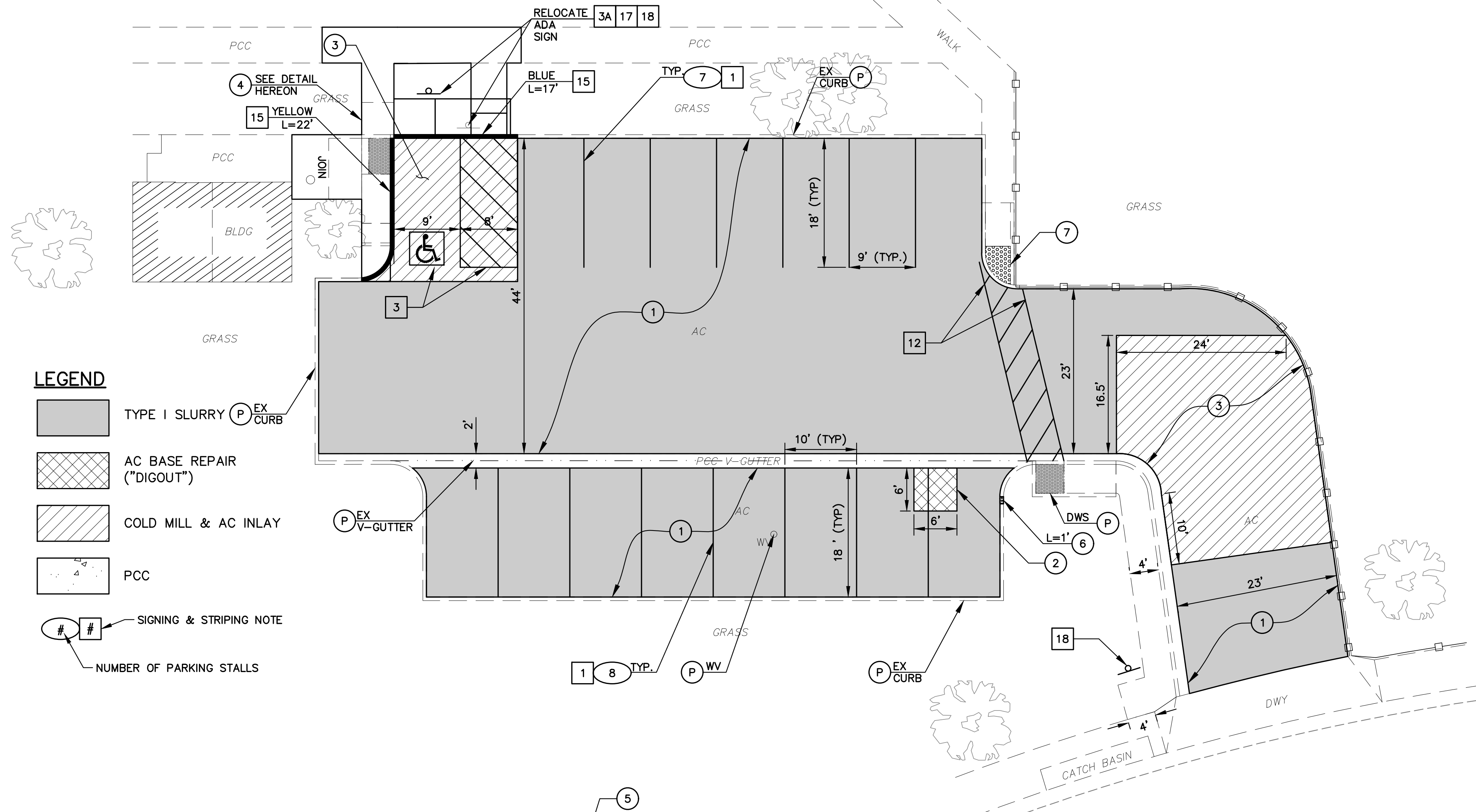


**CONSTRUCTION NOTES**

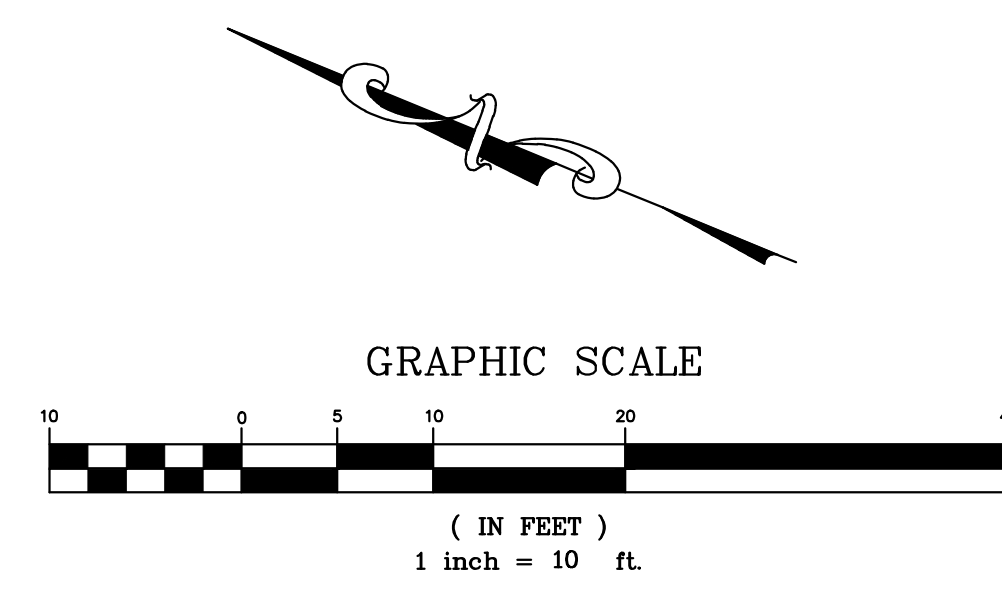
- (P) PROTECT EXISTING IMPROVEMENT IN PLACE.
- (1) CLEAN, ROUT AND SEAL ALL CRACKS GREATER THAN 1/8" IN WIDTH. CONSTRUCT TYPE 1 SLURRY SEAL.
- (2) SAWCUT AND REMOVE 4" DEPTH OF EXISTING AC PAVEMENT AND SUBGRADE. REMOVE CONFLICTING TREE ROOTS TO 12" MINIMUM DEPTH. PLACE 4" THICK AC OVER COMPACTED NATIVE (95% RELATIVE COMPACTION) TO BACKFILL ROOT EXCAVATED AREA (1.5% MAX SURFACE SLOPE EACH DIRECTION WITHIN ADA STALL AND AISLE LIMITS). CONSTRUCT TYPE 1 SLURRY SEAL.
- (3) COLDMILL EXISTING AC PAVEMENT 0.17' UNIFORM DEPTH. CLEAN, ROUT AND SEAL ALL CRACKS GREATER THAN 1/8" IN WIDTH AND CONSTRUCT 0.17' UNIFORM DEPTH ASPHALT CONCRETE INLAY (1.5% MAX SURFACE SLOPE EACH DIRECTION WITHIN ADA STALL AND AISLE LIMITS). CONSTRUCT TYPE 1 SLURRY SEAL.
- (4) SAWCUT, REMOVE EXISTING INTERFERING PORTIONS OF EXISTING PCC SIDEWALK, CURB AND GUTTER AND CONSTRUCT PCC ACCESS RAMP PER CALTRANS STD PLAN A88A, CASE PER PLAN. INCLUDES 12" WIDE / 4" DEEP ADJACENT AC SURFACE REMOVAL AND REPLACEMENT AND CAST-IN-PLACE DETECTABLE WARNING. PCC TO MATCH EXISTING COLOR AND FINISH.
- (5) SAWCUT, REMOVE AND RECONSTRUCT PCC SIDEWALK.
- (6) SAWCUT, REMOVE AND RECONSTRUCT PCC CURB PER SPPWC STD PLAN 120-2, TYPE A1, HEIGHT=6" UNLESS OTHERWISE NOTED ON PLAN, LENGTH PER PLAN.
- (7) REMOVE EXISTING AND INSTALL SURFACE MOUNTED DETECTABLE WARNING SURFACE. DETECTABLE WARNING SURFACE WILL BE YELLOW. DETECTABLE WARNING SURFACE SHALL COMPLY WITH ADA STANDARDS. CONTRACTOR SHALL PROVIDE MATERIAL SUBMITTAL FOR APPROVAL. SEE SHEET 10 FOR DETAILS.
- (10) SAWCUT, REMOVE EXISTING INTERFERING PORTIONS OF EXISTING PCC SIDEWALK AND CONSTRUCT REINFORCED CONCRETE STAIRWAY PER SPPWC 640-4.

**SIGNING AND STRIPING NOTES**

- (1) RE-STRIPE PARKING STALLS (4" SOLID WHITE), 90 DEGREE PARKING LAYOUT. STALL WIDTH AND DEPTH PER PLAN.
- (3) PAINT ACCESSIBLE PARKING STALL STRIPING PER CALTRANS STD PLAN A90A. STALL WIDTH = 9' AND ACCESSIBLE AISLE WIDTH = 5', UNLESS OTHERWISE NOTED ON PLAN. ADA ACCESSIBLE PARKING SHALL BE OUTLINED IN FEDERAL BLUE. SEE SHEET 10 FOR DETAILS.
- (3A) INSTALL R99C SIGN AND R7-8B PER CALTRANS STANDARD A90A. SEE SHEET 10 FOR DETAILS.
- (12) INSTALL DIAGONAL CROSSWALK PER CALTRANS STD PLAN A24F (COLOR PER PLAN).
- (15) REPAINT CURB (COLOR AND LENGTH PER PLAN). YELLOW CURB TO BE STAMPED "LOADING/UNLOADING ONLY."
- (16A) REMOVE EXISTING WHEEL STOP AND INSTALL NEW WHEEL STOP WITH #4 DOWELS.
- (17) INSTALL NEW VAN ACCESSIBLE PARKING SIGN, R7-8b, PER CALTRANS STANDARD PLAN A90A, ON NEW POST. POST INSTALLATION SHALL BE PER OCPW STANDARD PLAN 1417.



**CURB RAMP DETAIL**  
SCALE: 1"=5'



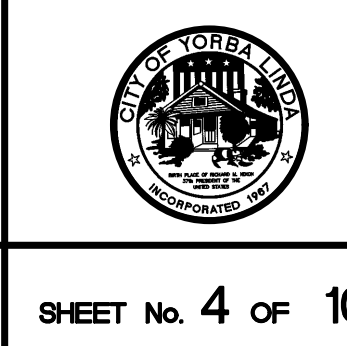
REVISIONS		
NUMBER	DATE	INITIALS

PREPARED UNDER THE SUPERVISION OF:  
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*Marc Gallardo*  
 MARC I. GALLARDO RCE #C86472 DATE 3/6/2024



PREPARED UNDER THE SUPERVISION OF		DATE
MARC I GALLARDO	RCE #C86472	3-6-24
DRAWN BY	JWL/APH	3-6-24
CHECKED BY	RGB	3-6-24
RECOMMENDED BY	BS	3-6-24
APPROVED - SEE SIGNATURE ON SHEET 1		
DIRECTOR OF PARKS & RECREATION		

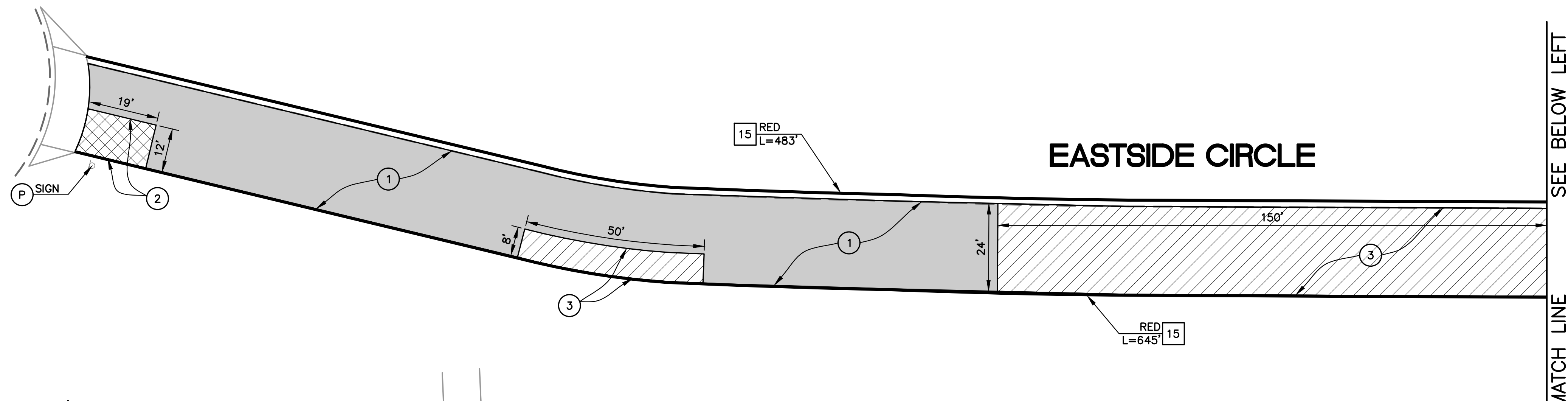
20550 Paseo de las Palomas  
**FY 2023-24 PARKING LOT REHABILITATION**  
**PARKING LOT REHABILITATION AND STRIPING PLAN**  
**LAS PALOMAS TENNIS PARK**  
**CITY OF YORBA LINDA**



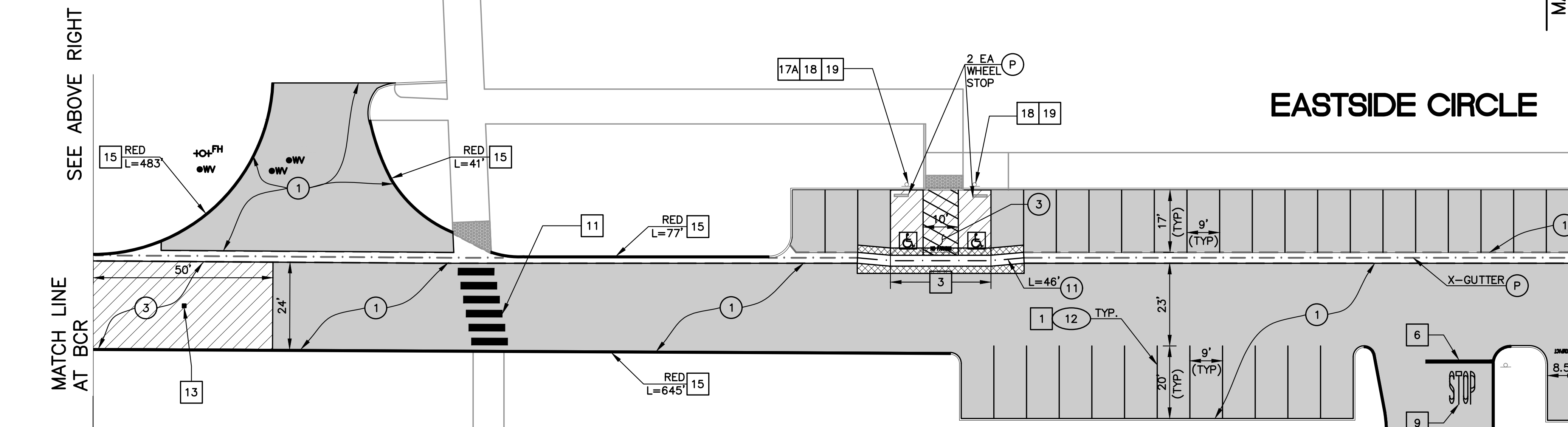


**CONSTRUCTION NOTES**

- (P) PROTECT EXISTING IMPROVEMENT IN PLACE.
- (1) CLEAN, ROUT AND SEAL ALL CRACKS GREATER THAN 1/8" IN WIDTH. CONSTRUCT TYPE 1 SLURRY SEAL.
- (2) SAWCUT AND REMOVE 4" DEPTH OF EXISTING AC PAVEMENT AND SUBGRADE. REMOVE CONFLICTING TREE ROOTS TO 12" MINIMUM DEPTH. PLACE 4" THICK AC OVER COMPACTED NATIVE (95% RELATIVE COMPACTION) TO BACKFILL ROOT EXCAVATED AREA (1.5% MAX SURFACE SLOPE EACH DIRECTION WITHIN ADA STALL AND AISLE LIMITS). CONSTRUCT TYPE 1 SLURRY SEAL.
- (3) COLDMILL EXISTING AC PAVEMENT 0.17" UNIFORM DEPTH, CLEAN, ROUT AND SEAL ALL CRACKS GREATER THAN 1/8" IN WIDTH AND CONSTRUCT 0.17" UNIFORM DEPTH ASPHALT CONCRETE INLAY (1.5% MAX SURFACE SLOPE EACH DIRECTION WITHIN ADA STALL AND AISLE LIMITS). CONSTRUCT TYPE 1 SLURRY SEAL.
- (4) SAWCUT, REMOVE EXISTING INTERFERING PORTIONS OF EXISTING PCC SIDEWALK, CURB AND GUTTER AND CONSTRUCT PCC ACCESS RAMP PER CALTRANS STD PLAN AB8A, CASE PER PLAN. INCLUDES 12" WIDE / 4" DEEP ADJACENT AC SURFACE REMOVAL AND REPLACEMENT AND CAST-IN-PLACE DETECTABLE WARNING. PCC TO MATCH EXISTING COLOR AND FINISH.
- (5) SAWCUT, REMOVE AND RECONSTRUCT PCC SIDEWALK.
- (6) SAWCUT, REMOVE AND RECONSTRUCT PCC CURB PER SPPWC STD PLAN 120-2, TYPE A1, HEIGHT=6" UNLESS OTHERWISE NOTED ON PLAN, LENGTH PER PLAN.
- (11) REMOVE EXISTING AND CONSTRUCT LONGITUDINAL PCC GUTTER PER SPPWC STD PLAN 122-2, LENGTH PER PLAN.

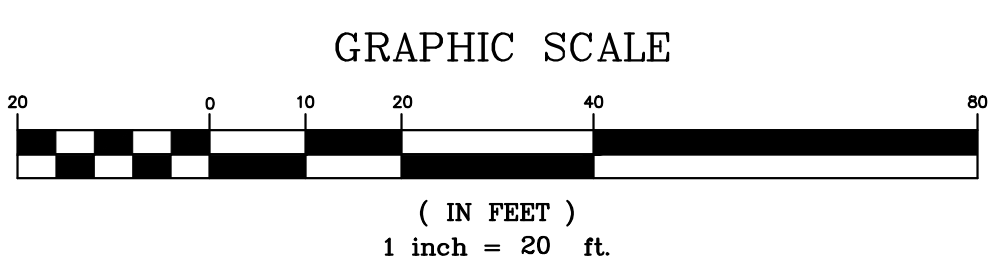
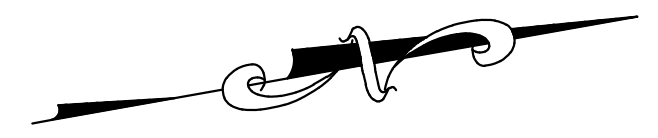


SEE BELOW LEFT  
MATCH LINE AT BCR



SEE ABOVE RIGHT  
MATCH LINE AT BCR

- LEGEND**
- TYPE I SLURRY SEAL
  - AC BASE REPAIR ("DIGOUT")
  - COLD MILL & AC INLAY
  - PCC
  - SIGNALING & STRIPING NOTE
  - NUMBER OF PARKING STALLS



**SIGNING AND STRIPING NOTES**

- (1) RE-STRIPE PARKING STALLS (4" SOLID WHITE), 90 DEGREE PARKING LAYOUT. STALL WIDTH AND DEPTH PER PLAN.
- (2) RE-STRIPE PARKING STALLS (4" SOLID WHITE), 60 DEGREE PARKING LAYOUT. STALL WIDTH AND DEPTH PER PLAN.
- (3) PAINT ACCESSIBLE PARKING STALL STRIPING PER CALTRANS STD PLAN A90A. STALL WIDTH = 9' AND ACCESSIBLE AISLE WIDTH = 5', UNLESS OTHERWISE NOTED ON PLAN. ADA ACCESSIBLE PARKING SHALL BE OUTLINED IN FEDERAL BLUE. SEE SHEET 10 FOR DETAILS.
- (5) PAINT WORD PARKING STALL LEGEND MARKINGS AS SHOWN ON PLAN (COLOR WHITE).
- (6) PAINT 12" WIDE WHITE LIMIT LINE.
- (8) PAINT TYPE I 10' ARROW PER CALTRANS STD PLAN A24A.
- (9) PAINT "STOP" PAVEMENT LEGEND PER CALTRANS STD PLAN A24D.
- (10) PAINT 4" DIAGONALS (COLOR PER PLAN) AT 3' MAX CENTERS WITH THE WORDS "NO PARKING" NO LESS THAN 12" HIGH WHERE SHOWN.
- (11) INSTALL CONTINENTAL CROSSWALK PER CALTRANS STD PLAN A24F (COLOR PER PLAN).
- (13) INSTALL TYPE D 2-WAY RETROREFLECTIVE MARKER (COLOR BLUE).
- (15) REPAINT CURB (COLOR AND LENGTH PER PLAN). YELLOW CURB TO BE STAMPED "LOADING/UNLOADING ONLY."
- (17) INSTALL NEW VAN ACCESSIBLE PARKING SIGN, R7-8b, PER CALTRANS STANDARD PLAN A90A, ON NEW POST. POST INSTALLATION SHALL BE PER OCPW STANDARD PLAN 1417.
- (17A) INSTALL NEW VAN ACCESSIBLE PARKING SIGN, R7-8b, PER CALTRANS STANDARD PLAN A90A, ON EXISTING POST.
- (18) REMOVE EXISTING AND INSTALL NEW TOW AWAY SIGN, R100B (CA), PER CALTRANS STANDARD PLAN A90A, ON EXISTING POST.
- (18A) INSTALL NEW TOW AWAY SIGN, R100B (CA), PER CALTRANS STANDARD PLAN A90A, ON NEW POST. POST INSTALLATION SHALL BE PER OCPW STANDARD PLAN 1417.

**EASTSIDE COMMUNITY PARK**

5400 Eastside Circle

REVISIONS		
NUMBER	DATE	INITIALS

PREPARED UNDER THE SUPERVISION OF

**Harris & Associates.**  
101 Progress, Suite 250 - Irvine, CA 92618  
PHONE: (949) 655-3900 • FAX: (949) 655-3995

*Marc Gallardo* 3/6/2024  
MARC I. GALLARDO RCE #C86472 DATE

PREPARED UNDER THE SUPERVISION OF

MARC I. GALLARDO RCE #C86472

DRAWN BY JML/JAPH 3-6-24

CHECKED BY RGB 3-6-24

RECOMMENDED BY BS 3-6-24

APPROVED \_\_\_\_\_  
DIRECTOR OF PARKS & RECREATION

FY 2023-24 PARKING LOT REHABILITATION  
**PARKING LOT REHABILITATION AND STRIPING PLAN**  
EASTSIDE COMMUNITY PARK

CITY OF YORBA LINDA

SHEET No. 5 of 10



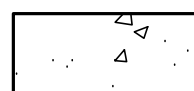

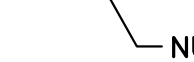
**CONSTRUCTION NOTES**

- (P) PROTECT EXISTING IMPROVEMENT IN PLACE.
- (1) CLEAN, ROUT AND SEAL ALL CRACKS GREATER THAN 1/8" IN WIDTH. CONSTRUCT TYPE 1 SLURRY SEAL.
- (3) COLDMILL EXISTING AC PAVEMENT 0.17" UNIFORM DEPTH, CLEAN, ROUT AND SEAL ALL CRACKS GREATER THAN 1/8" IN WIDTH AND CONSTRUCT 0.17" UNIFORM DEPTH ASPHALT CONCRETE INLAY (1.5% MAX SURFACE SLOPE EACH DIRECTION WITHIN ADA STALL AND AISLE LIMITS). CONSTRUCT TYPE 1 SLURRY SEAL.
- (4) SAWCUT, REMOVE EXISTING INTERFERING PORTIONS OF EXISTING PCC SIDEWALK, CURB AND GUTTER AND CONSTRUCT PCC ACCESS RAMP PER CALTRANS STD PLAN AB8A, CASE PER PLAN. INCLUDES 12" WIDE / 4" DEEP ADJACENT AC SURFACE REMOVAL AND REPLACEMENT AND CAST-IN-PLACE DETECTABLE WARNING. PCC TO MATCH EXISTING COLOR AND FINISH.

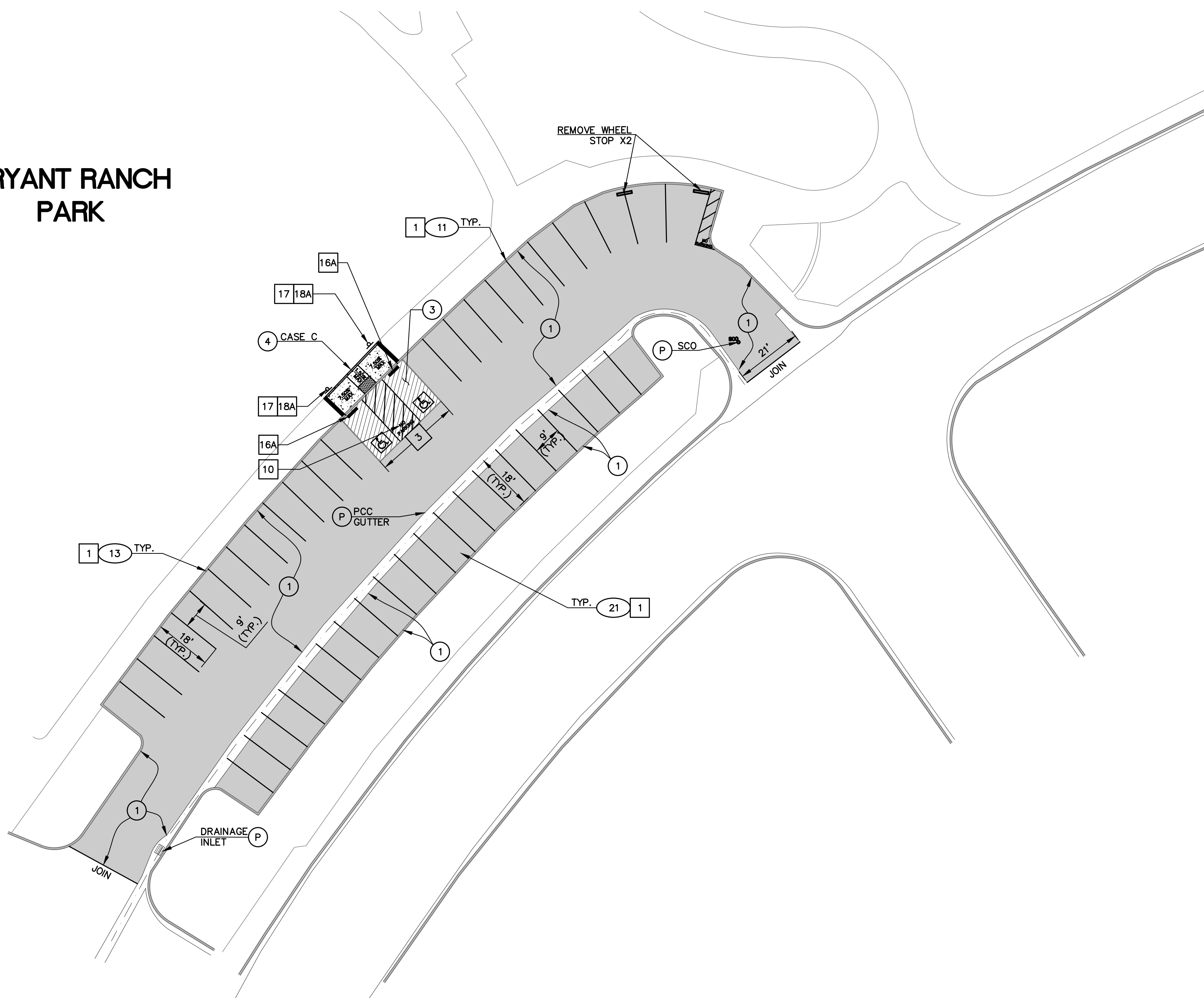
**SIGNING AND STRIPING NOTES**

- (1) RE-STRIPE PARKING STALLS (4" SOLID WHITE), 90 DEGREE PARKING LAYOUT. STALL WIDTH AND DEPTH PER PLAN.
- (3) PAINT ACCESSIBLE PARKING STALL STRIPING PER CALTRANS STD PLAN A90A. STALL WIDTH = 9' AND ACCESSIBLE AISLE WIDTH = 5', UNLESS OTHERWISE NOTED ON PLAN. ADA ACCESSIBLE PARKING SHALL BE OUTLINED IN FEDERAL BLUE. SEE SHEET 10 FOR DETAILS.
- (10) PAINT 4" DIAGONALS (COLOR PER PLAN) AT 3' MAX CENTERS WITH THE WORDS "NO PARKING" NO LESS THAN 12" HIGH WHERE SHOWN.
- (16A) REMOVE EXISTING WHEEL STOP AND INSTALL NEW WHEEL STOP WITH #4 DOWELS.
- (17) INSTALL NEW VAN ACCESSIBLE PARKING SIGN, R7-8b, PER CALTRANS STANDARD PLAN A90A, ON NEW POST. POST INSTALLATION SHALL BE PER OCPW STANDARD PLAN 1417.
- (18A) INSTALL NEW TOW AWAY SIGN, R100B (CA), PER CALTRANS STANDARD PLAN A90A, ON NEW POST. POST INSTALLATION SHALL BE PER OCPW STANDARD PLAN 1417.

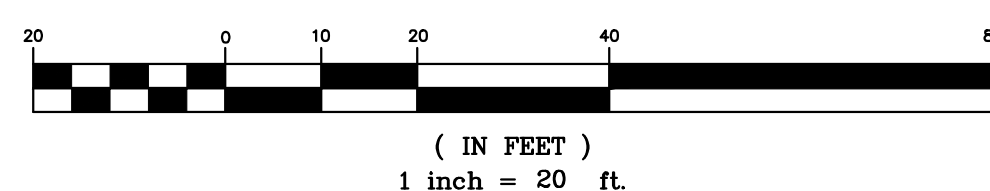
**LEGEND**

-  TYPE 1 SLURRY SEAL
-  COLD MILL & AC INLAY
-  PCC
-  SIGNING & STRIPING NOTE
-  NUMBER OF PARKING STALLS


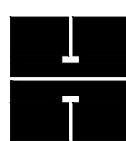

**BRYANT RANCH PARK**

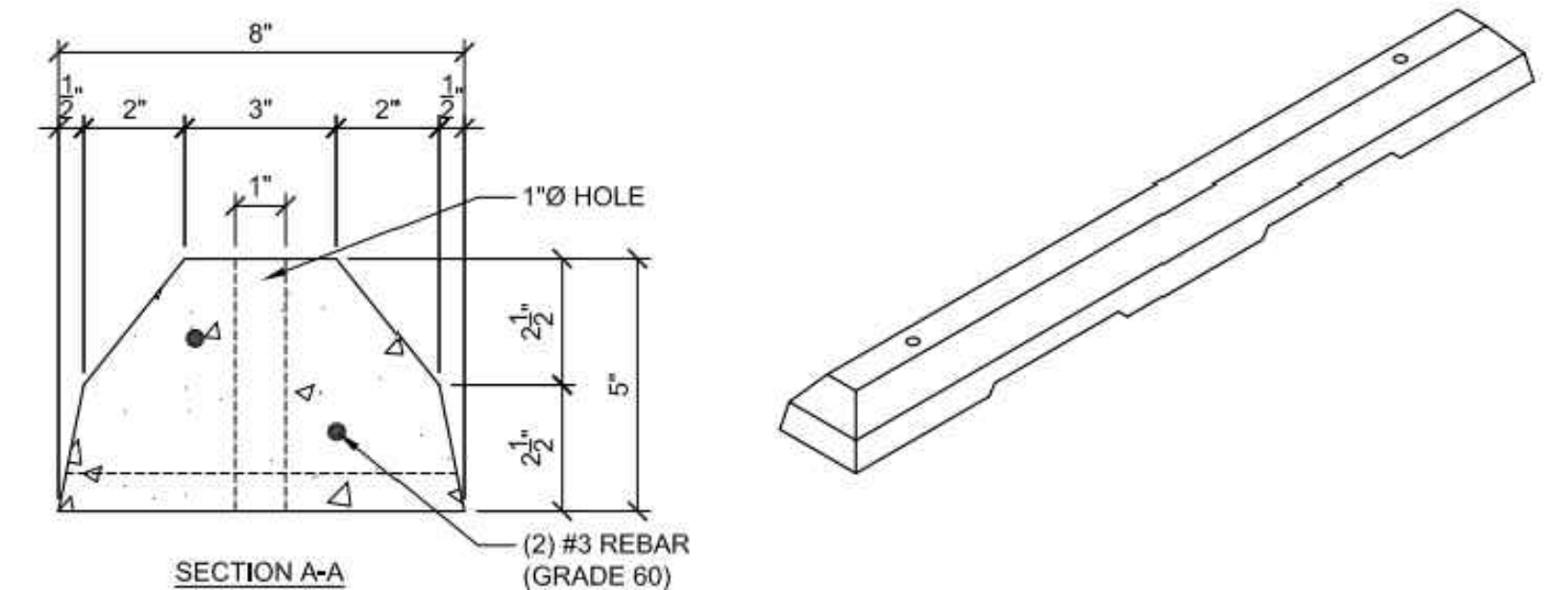
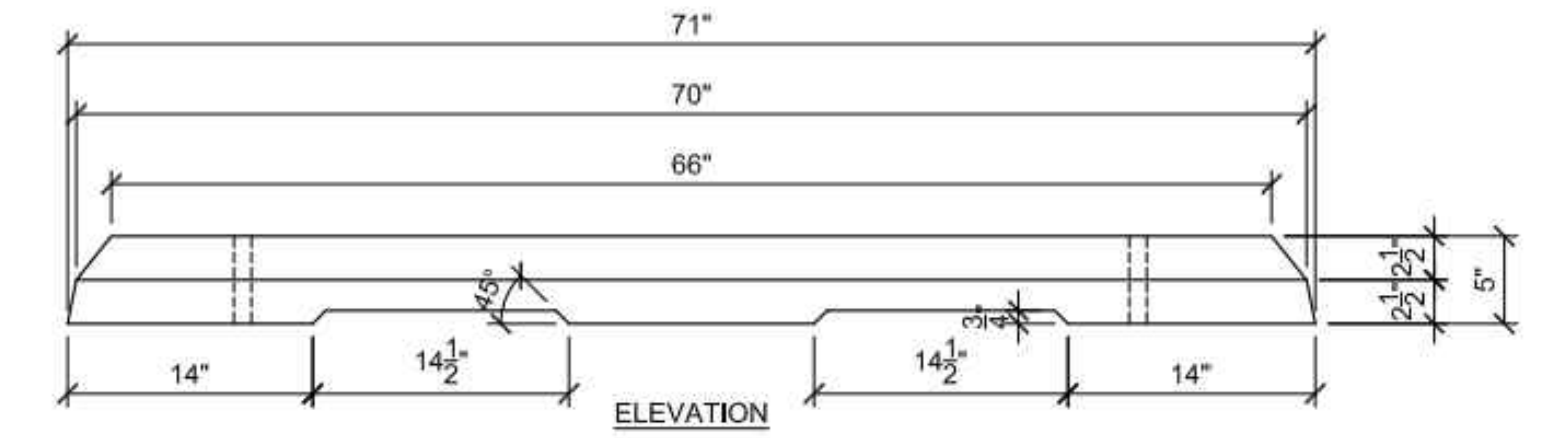
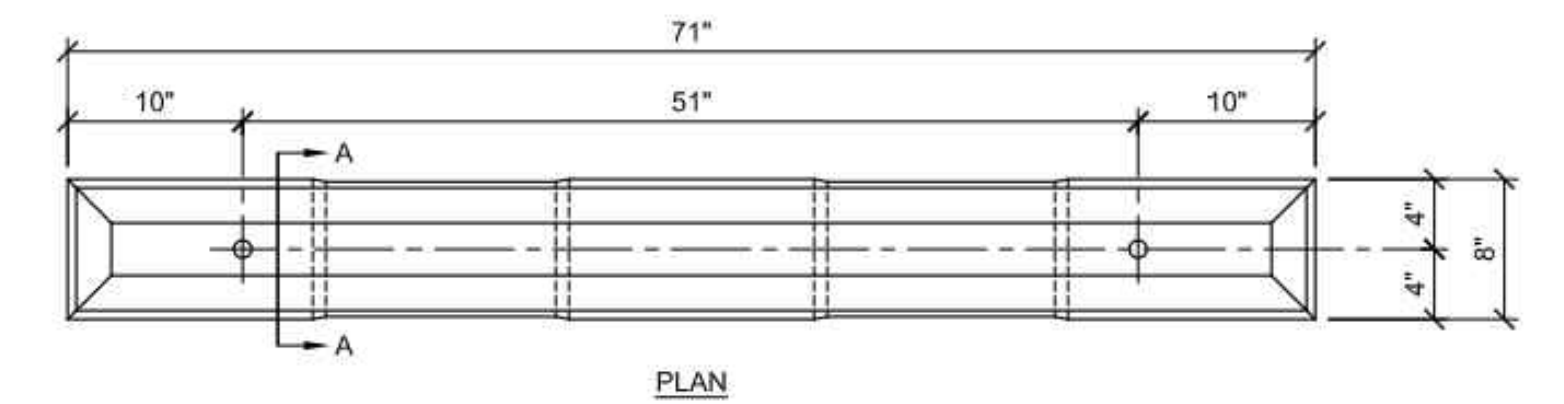
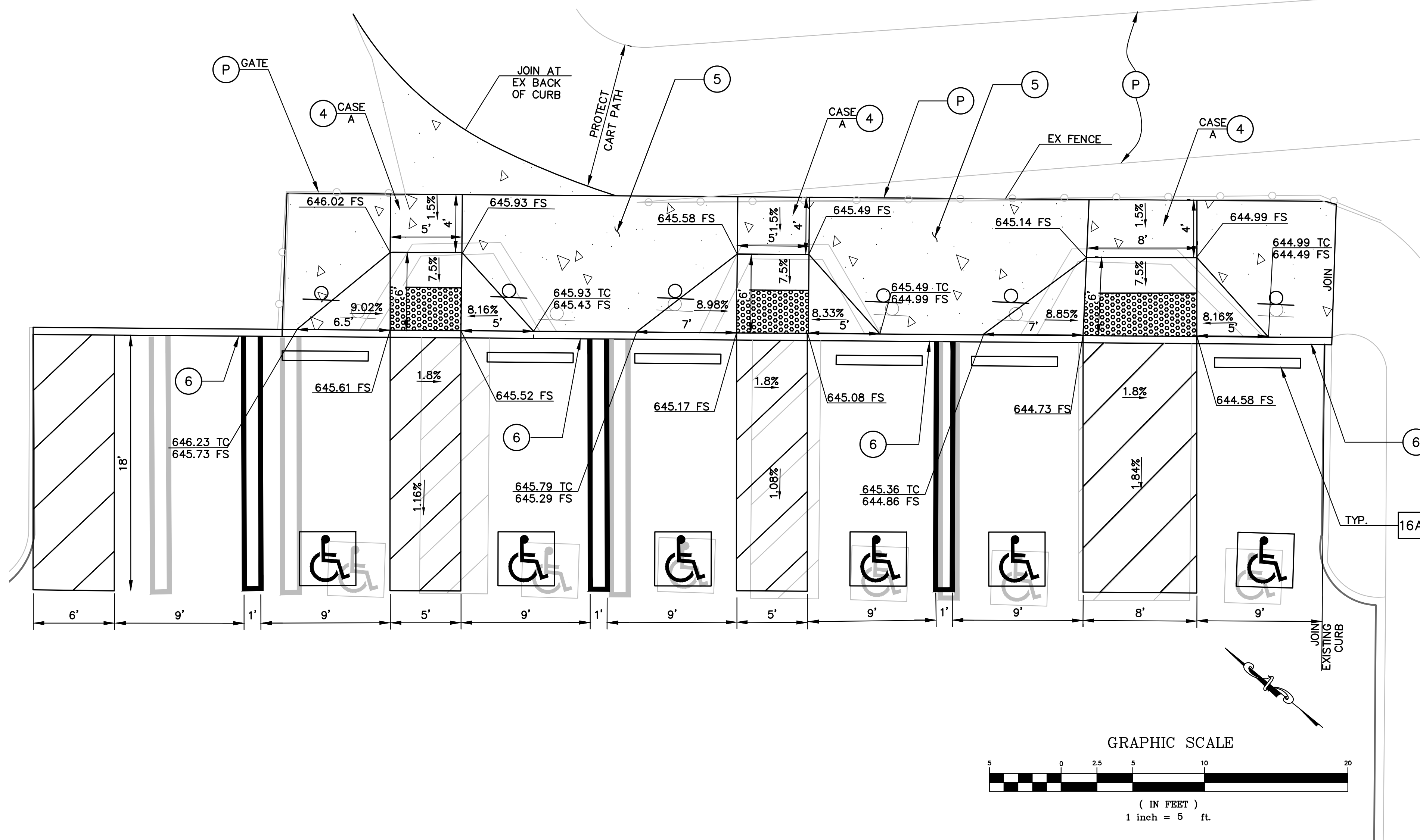


GRAPHIC SCALE



24705 Toronto Ave

REVISIONS			PREPARED UNDER THE SUPERVISION OF		DATE	FY 2023-24 PARKING LOT REHABILITATION PARKING LOT REHABILITATION AND STRIPING PLAN BRYANT RANCH PARK		
NUMBER	DATE	INITIALS						
			 <b>Harris &amp; Associates.</b> 101 Progress, Suite 250 - Irvine, CA 92618 PHONE: (949) 655-3900 • FAX: (949) 655-3995 <i>Marc Gallardo</i> 3/6/2024 MARC I. GALLARDO RCE #C86472 DATE		 PREPARED UNDER THE SUPERVISION OF MARC I. GALLARDO RCE #C86472 DRAWN BY: JWL/APH CHECKED BY: ROB RECOMMENDED BY: BB APPROVED: _____ DIRECTOR OF PARKS & RECREATION	9-8-24 9-8-24 9-8-24	CITY OF YORBA LINDA	SHEET No. 6 OF 10



**W WHEEL STOP DETAIL**  
NOT TO SCALE

**CONSTRUCTION NOTES:**

- (P) PROTECT EXISTING IMPROVEMENT IN PLACE.
- (4) SAWCUT, REMOVE EXISTING INTERFERING PORTIONS OF EXISTING PCC SIDEWALK, CURB AND GUTTER AND CONSTRUCT PCC ACCESS RAMP PER CALTRANS STD PLAN AB8A, CASE PER PLAN. INCLUDES 12" WIDE/4" DEEP ADJACENT AC SURFACE REMOVAL AND REPLACEMENT AND CAST-IN-PLACE DETECTABLE WARNING. PCC TO MATCH EXISTING COLOR AND FINISH.
- (5) SAWCUT, REMOVE, AND RECONSTRUCT PCC SIDEWALK.
- (6) SAWCUT, REMOVE, AND RECONSTRUCT PCC CURB PER SPPWC STD PLAN 120-2, TYPE A1, HEIGHT = 6" UNLESS OTHERWISE NOTED PER PLAN, LENGTH PER PLAN.

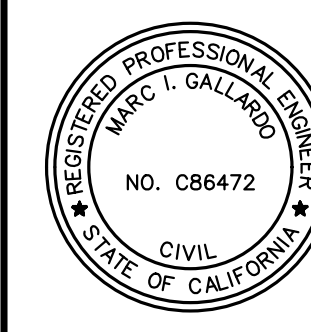
**SIGNING AND STRIPING NOTES:**

- (16A) REMOVE EXISTING WHEEL STOP AND INSTALL NEW WHEEL STOP WITH #4 DOWELS.

**ADA ADA STALL DETAIL**  
1" = 5'

REVISIONS		
NUMBER	DATE	INITIALS

PREPARED UNDER THE SUPERVISION OF  
**Harris & Associates.**  
 101 Progress, Suite 250 - Irvine, CA 92618  
 PHONE: (949) 655-3900 • FAX: (949) 655-3995  
*Marc Gallardo*  
 MARC I. GALLARDO RCE #C86472 DATE 3/6/2024

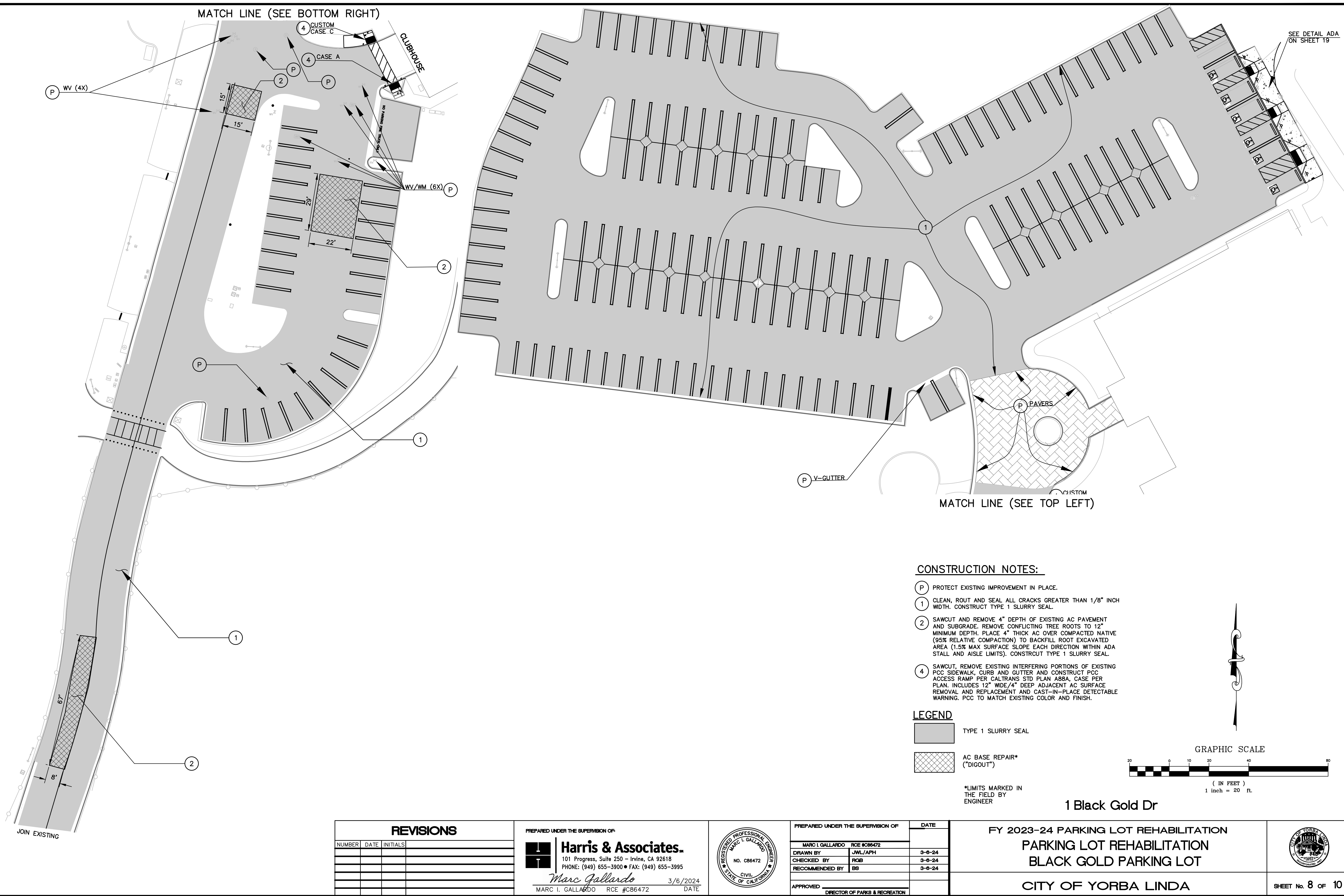


PREPARED UNDER THE SUPERVISION OF		DATE
MARC I. GALLARDO RCE #C86472		
DRAWN BY JWL/APH		3-6-24
CHECKED BY RGB		3-6-24
RECOMMENDED BY BB		3-6-24
APPROVED		
DIRECTOR OF PARKS & RECREATION		

1 Black Gold Dr  
 FY 2023-24 PARKING LOT REHABILITATION  
 PARKING LOT ADA STALL DETAIL  
 BLACK GOLD PARKING LOT  
 CITY OF YORBA LINDA







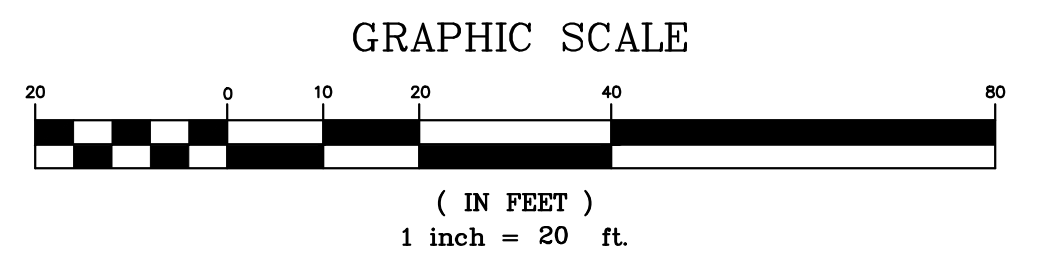
**CONSTRUCTION NOTES:**

- (P) PROTECT EXISTING IMPROVEMENT IN PLACE.
- (1) CLEAN, ROUT AND SEAL ALL CRACKS GREATER THAN 1/8" INCH WIDTH. CONSTRUCT TYPE 1 SLURRY SEAL.
- (2) SAWCUT AND REMOVE 4" DEPTH OF EXISTING AC PAVEMENT AND SUBGRADE. REMOVE CONFLICTING TREE ROOTS TO 12" MINIMUM DEPTH. PLACE 4" THICK AC OVER COMPACTED NATIVE (95% RELATIVE COMPACTION) TO BACKFILL. ROOT EXCAVATED AREA (1.5% MAX SURFACE SLOPE EACH DIRECTION WITHIN ADA STALL AND AISLE LIMITS). CONSTRUCT TYPE 1 SLURRY SEAL.
- (4) SAWCUT, REMOVE EXISTING INTERFERING PORTIONS OF EXISTING PCC SIDEWALK, CURB AND GUTTER AND CONSTRUCT PCC ACCESS RAMP PER CALTRANS STD PLAN AB8A, CASE PER PLAN. INCLUDES 12" WIDE/4" DEEP ADJACENT AC SURFACE REMOVAL AND REPLACEMENT AND CAST-IN-PLACE DETECTABLE WARNING. PCC TO MATCH EXISTING COLOR AND FINISH.

**LEGEND**

- TYPE 1 SLURRY SEAL
- AC BASE REPAIR\* ("DIGOUT")

\*LIMITS MARKED IN THE FIELD BY ENGINEER



1 Black Gold Dr

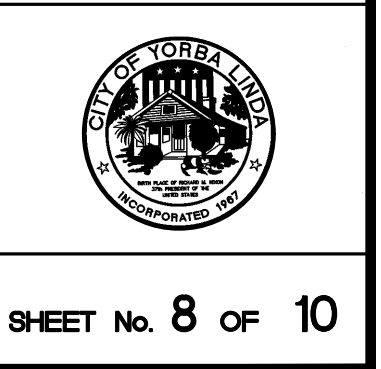
REVISIONS		
NUMBER	DATE	INITIALS

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 PHONE: (949) 655-3900 • FAX: (949) 655-3995  
*Marc Gallardo*  
 MARC I. GALLARDO RCE #C86472 DATE 3/6/2024

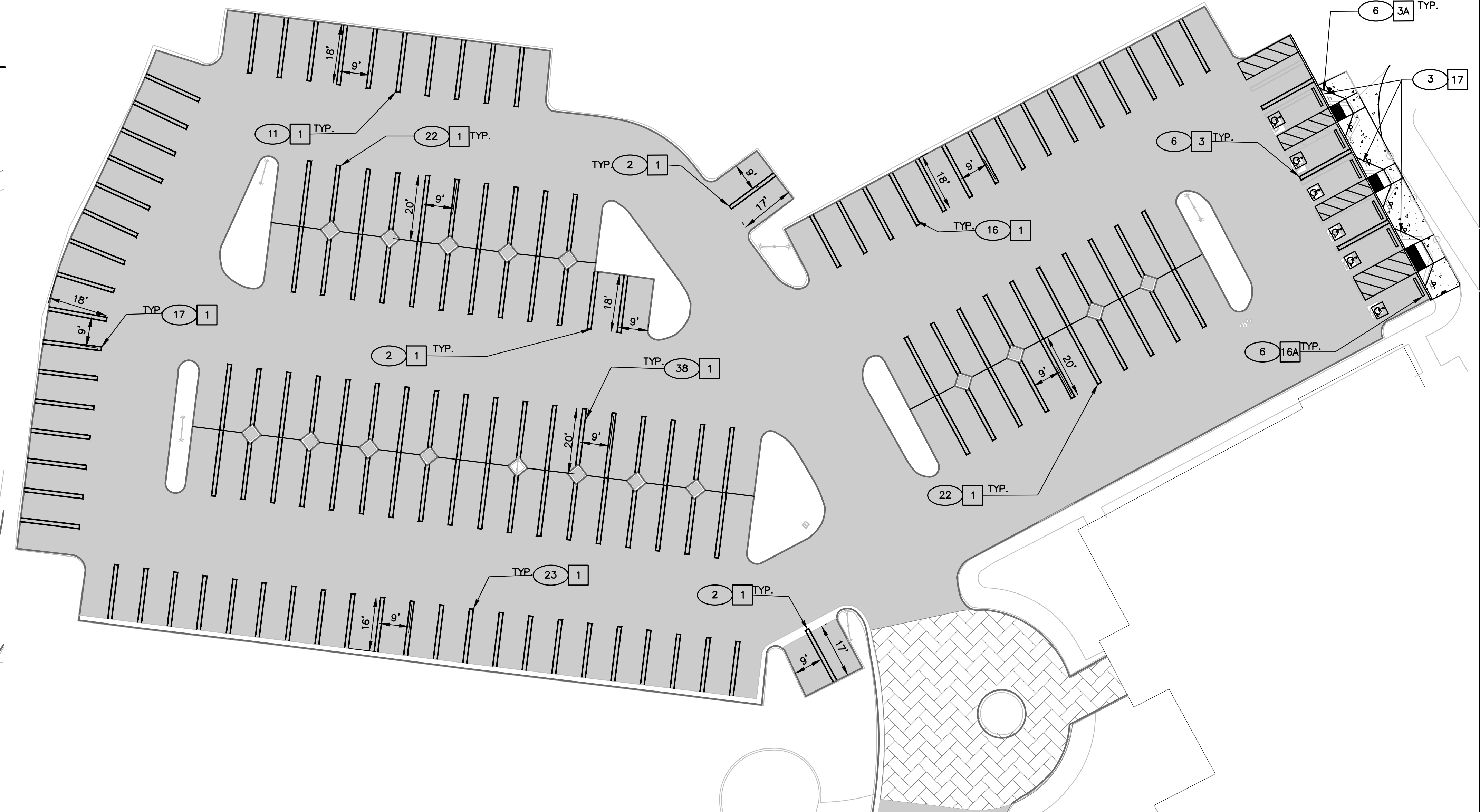
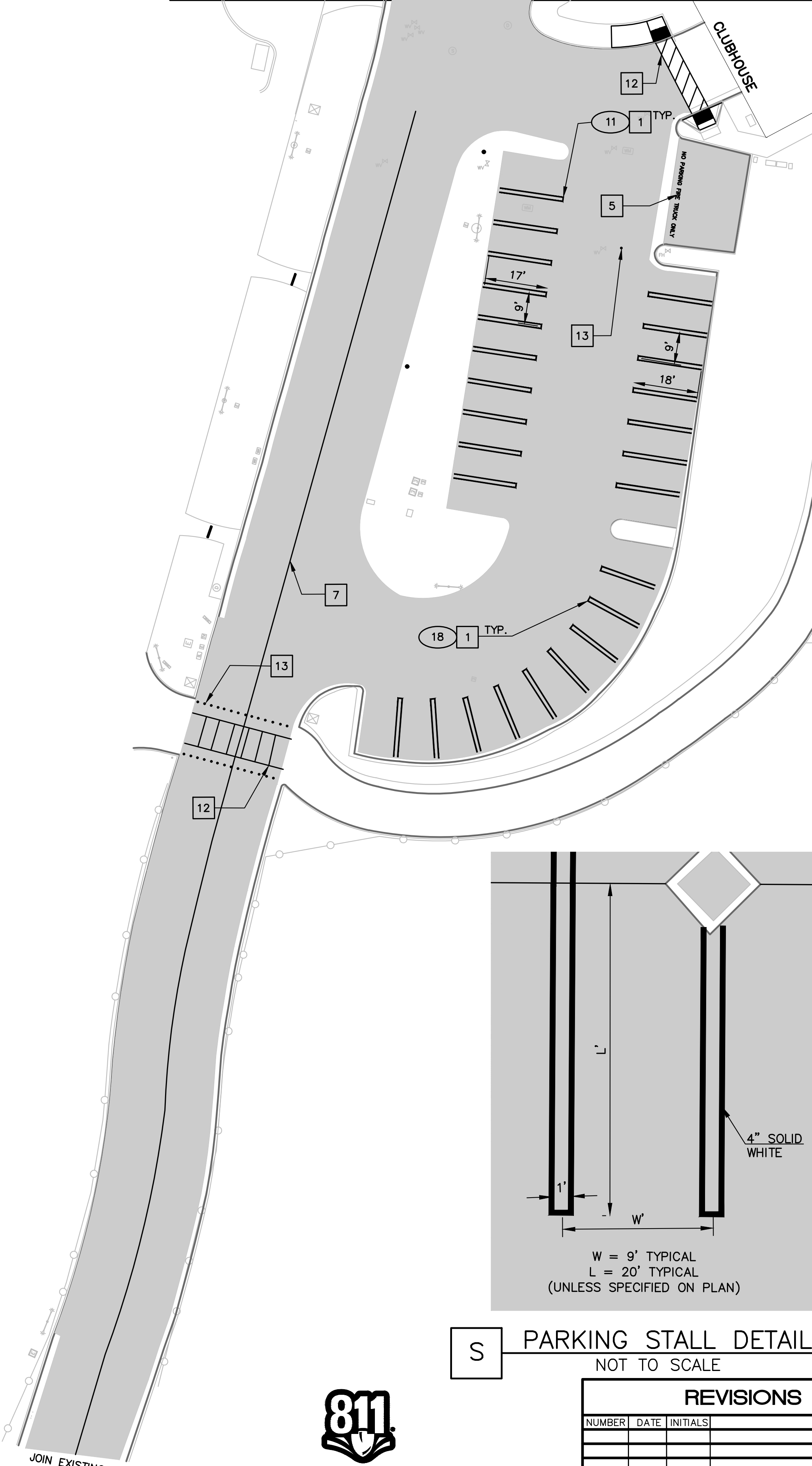


PREPARED UNDER THE SUPERVISION OF  
 MARC I. GALLARDO RCE #C86472  
 DRAWN BY JWL/APH 3-8-24  
 CHECKED BY RCB 3-8-24  
 RECOMMENDED BY BS 3-8-24  
 APPROVED \_\_\_\_\_  
 DIRECTOR OF PARKS & RECREATION

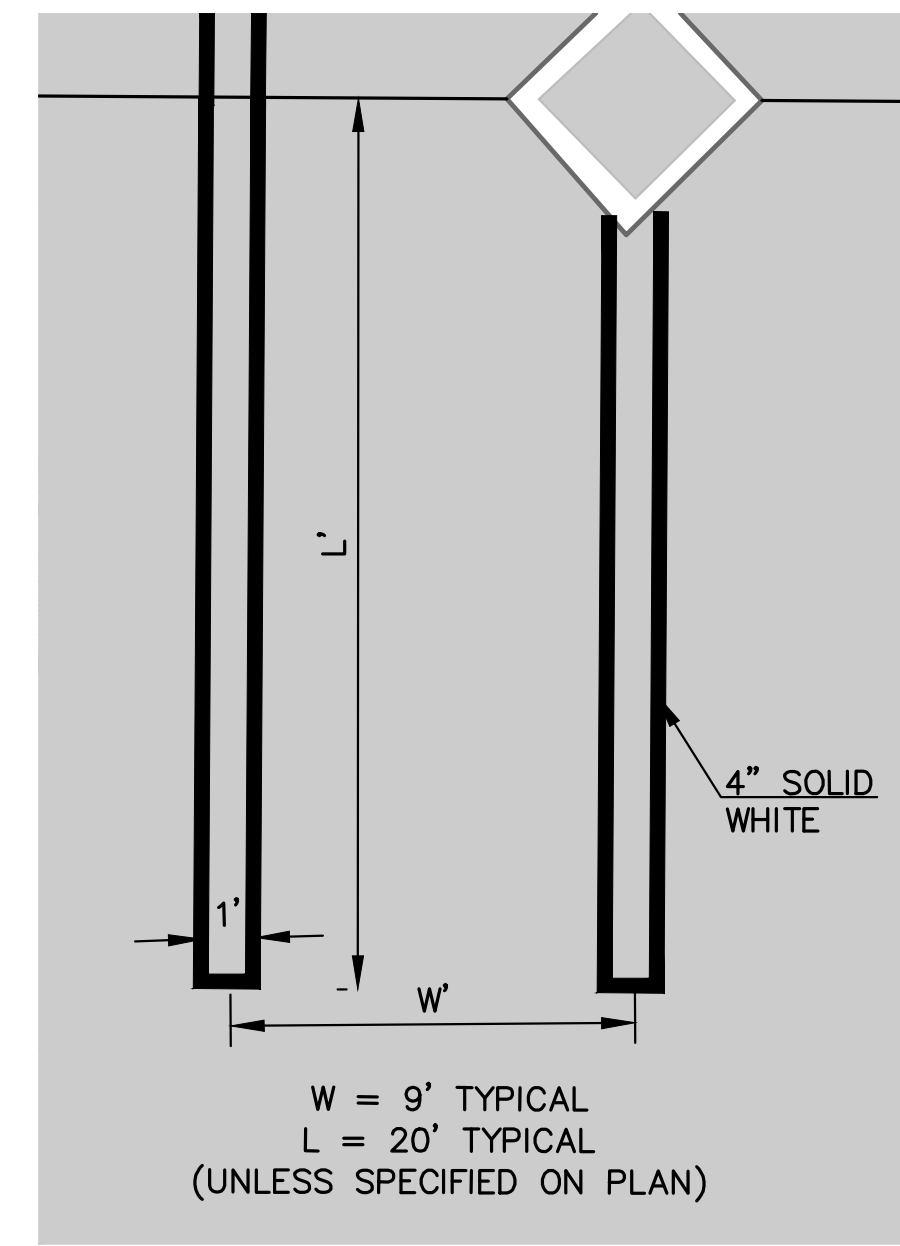
FY 2023-24 PARKING LOT REHABILITATION  
**PARKING LOT REHABILITATION  
 BLACK GOLD PARKING LOT**  
 CITY OF YORBA LINDA



MATCH LINE (SEE BOTTOM RIGHT)



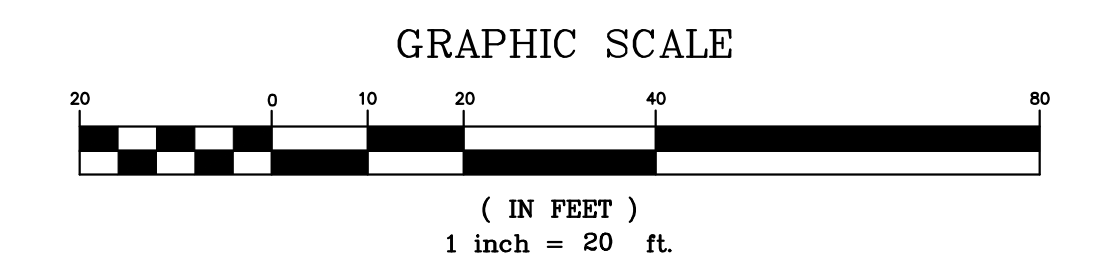
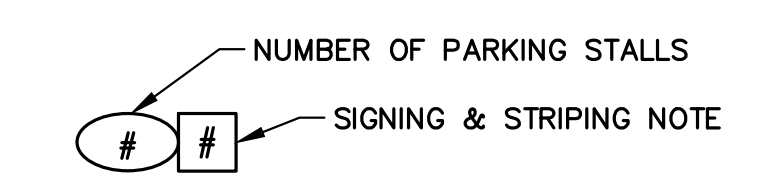
MATCH LINE (SEE TOP LEFT)



S PARKING STALL DETAIL  
NOT TO SCALE

**SIGNING AND STRIPING NOTES:**

- 1 RE-STRIPE PARKING STALLS (4" SOLID WHITE PER DETAIL S ON SHEET 4), 90 DEGREE PARKING LAYOUT, STALL WIDTH AND DEPTH PER PLAN.
- 3 PAINT ACCESSIBLE PARKING STALL STRIPING PER CALTRANS STD PLAN A90A. STALL WIDTH = 9' AND ACCESSIBLE AISLE WIDTH = 5'. UNLESS OTHERWISE NOTED ON PLAN. ADA ACCESSIBLE PARKING SHALL BE OUTLINED IN FEDERAL BLUE. SEE SHEET 10 FOR DETAILS.
- 3A INSTALL NEW R99C SIGN PER CALTRANS STANDARD PLAN A90A, ON NEW POST. POST INSTALLATION SHALL BE PER OCPW STANDARD PLAN 1417. SEE SHEET 10 FOR DETAILS.
- 5 PAINT WORD PARKING STALL LEGEND MARKINGS AS SHOWN ON PLAN (COLOR WHITE).
- 7 PAINT 4" DOUBLE YELLOW STRIPE PER CALTRANS STD PLAN A20A, DETAIL 21.
- 12 INSTALL DIAGONAL CROSSWALK PER CALTRANS STD PLAN A24F (COLOR WHITE UNLESS OTHERWISE SPECIFIED ON PLAN).
- 13 INSTALL TYPE D 2-WAY RETROREFLECTIVE MARKER (COLOR BLUE) PER CALTRANS STD PLAN A20D.
- 16A REMOVE EXISTING WHEEL STOP AND INSTALL NEW WHEEL STOP WITH #4 DOWELS.
- 17 INSTALL NEW VAN ACCESSIBLE PARKING SIGN, R7-8B, PER CALTRANS STANDARD PLAN A90A, ON NEW POST. POST INSTALLATION SHALL BE PER OCPW STANDARD PLAN 1417.



1 Black Gold Dr



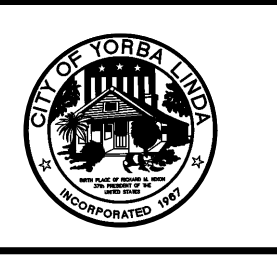
REVISIONS		
NUMBER	DATE	INITIALS

PREPARED UNDER THE SUPERVISION OF  
**Harris & Associates.**  
 101 Progress, Suite 250 - Irvine, CA 92618  
 PHONE: (949) 655-3900 • FAX: (949) 655-3995  
*Marc Gallardo* 3/6/2024  
 MARC I. GALLARDO RCE #C86472 DATE

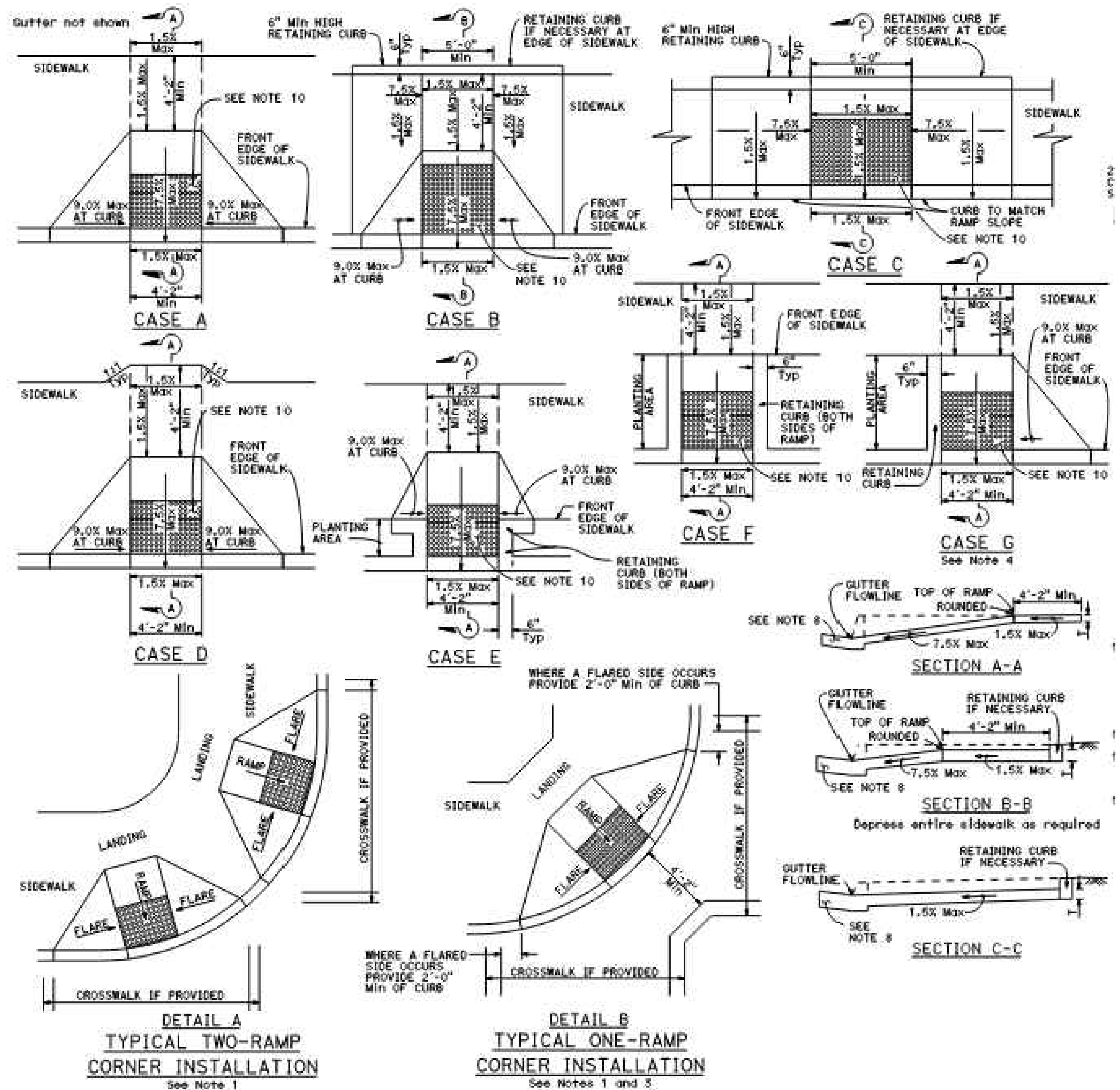


PREPARED UNDER THE SUPERVISION OF		DATE
MARC I. GALLARDO	RCE #C86472	
DRAWN BY	JWL/APH	3-6-24
CHECKED BY	RGB	3-6-24
RECOMMENDED BY	BS	3-6-24
APPROVED		
DIRECTOR OF PARKS & RECREATION		

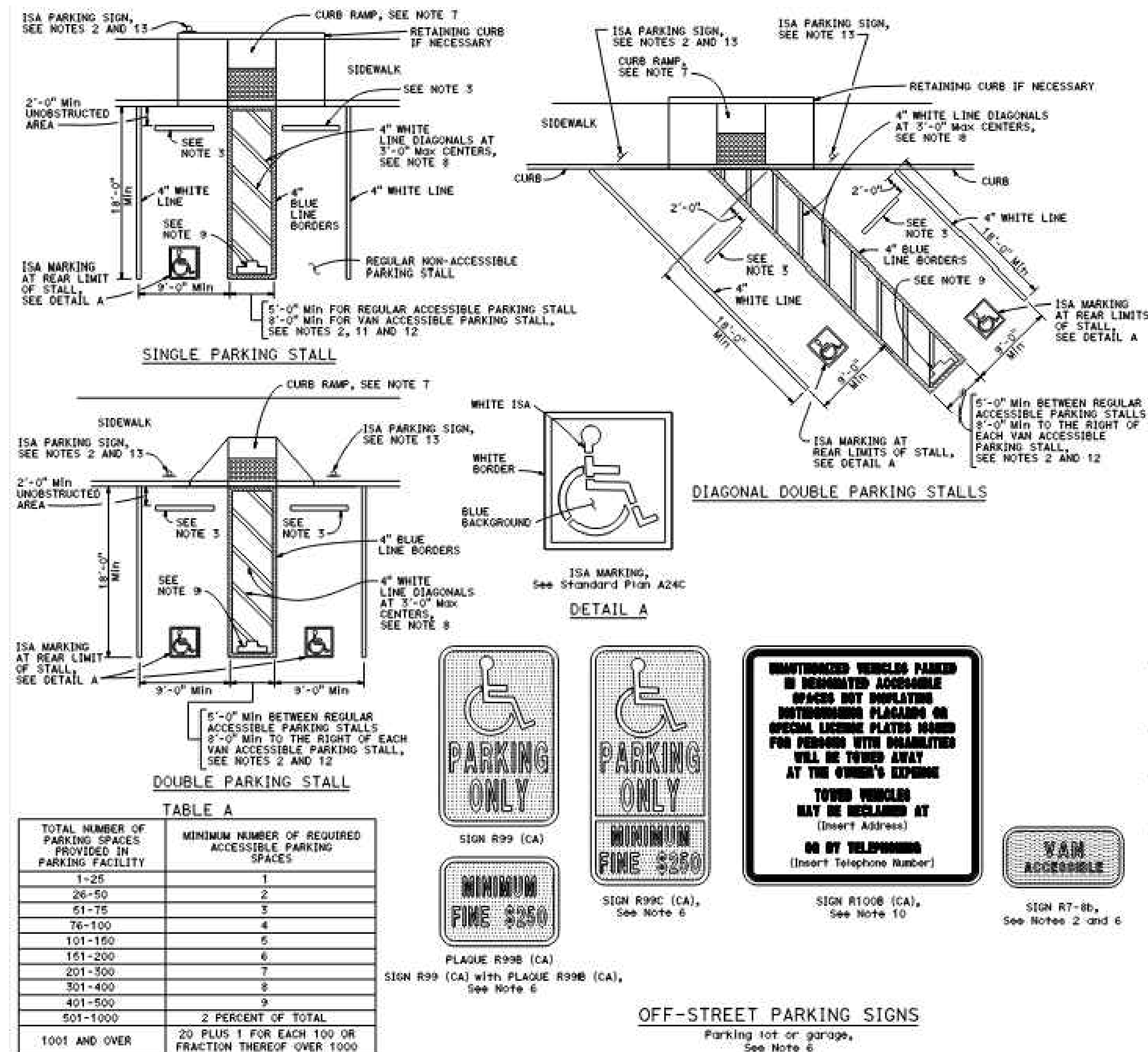
FY 2023-24 PARKING LOT REHABILITATION  
**PARKING LOT STRIPING PLAN**  
**BLACK GOLD PARKING LOT**  
 CITY OF YORBA LINDA



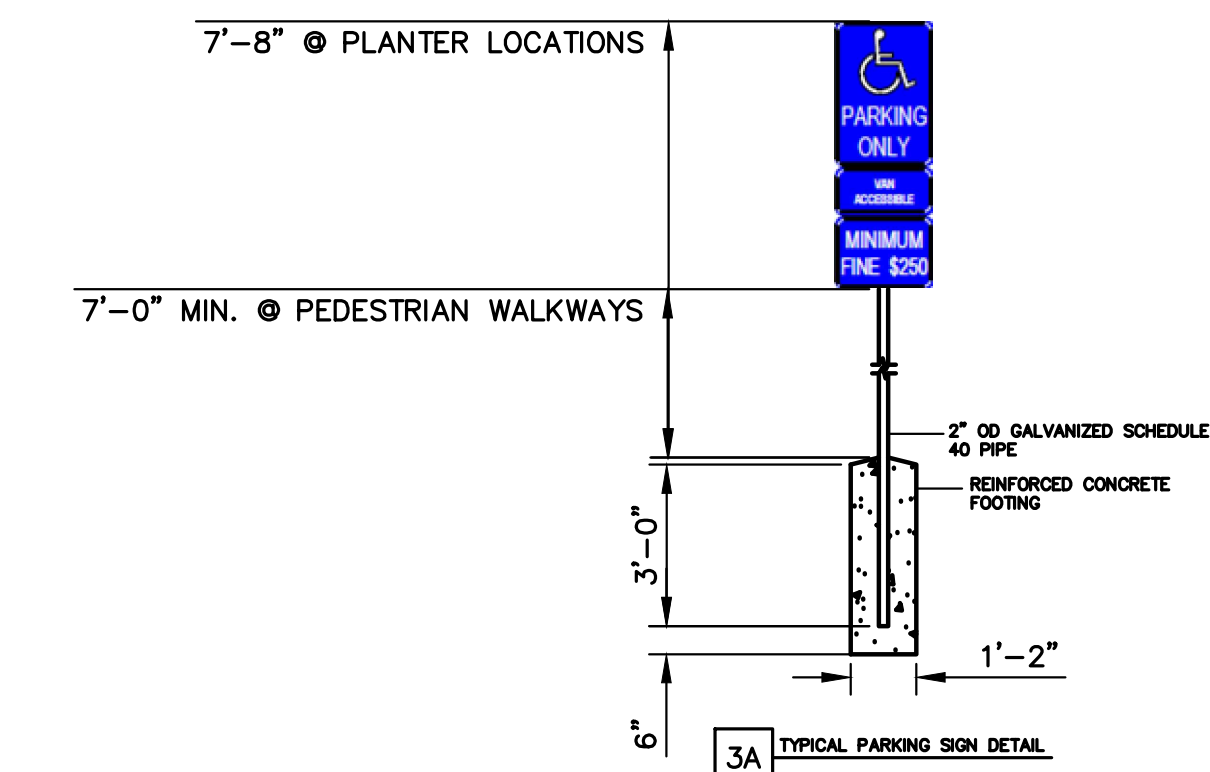




A88A DETAILS



A90A DETAILS



REVISIONS		
NUMBER	DATE	INITIALS

PREPARED UNDER THE SUPERVISION OF  
**Harris & Associates.**  
 101 Progress, Suite 250 - Irvine, CA 92618  
 PHONE: (949) 655-3900 • FAX: (949) 655-3995  
*Marc Gallardo*  
 MARC I. GALLARDO RCE #C86472 DATE 3/6/2024

REGISTERED PROFESSIONAL ENGINEER  
 MARC I. GALLARDO  
 No. C86472  
 CIVIL  
 STATE OF CALIFORNIA

PREPARED UNDER THE SUPERVISION OF  
 DATE  
 MARC I. GALLARDO RCE #C86472  
 DRAWN BY JWL/APH 3-6-24  
 CHECKED BY ROB 3-6-24  
 RECOMMENDED BY BS 3-6-24  
 APPROVED  
 DIRECTOR OF PARKS & RECREATION

FY 2023-24 PARKING LOT REHABILITATION  
 ADA DETAILS  
 CITY OF YORBA LINDA

Appendix B

# Contract Services Agreement

**CITY of YORBA LINDA**  
**CONTRACT SERVICES AGREEMENT**

**FY 2023-24 Parking Lot Rehabilitation**

THIS CONTRACT SERVICES AGREEMENT (“Agreement”) is made and effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the CITY OF YORBA LINDA, a California municipal corporation, (“City”) and «**Contractor**», a «**Entity\_Type**» (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”.

City sought, by issuance of a Request for Proposals or Invitation for Bids, for the performance of the services defined and described particularly in this Agreement. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in this Agreement, was selected by City to perform those services. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in this Agreement and desire that the terms of that performance be as particularly defined and described herein.

**SECTION 1. SERVICES.**

1.1 Scope of Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Services, attached hereto as Exhibit A, “Scope of Services” and incorporated herein by this reference (the “Services”). Contractor will perform subsequent task orders as requested by the Contract Administrator (as defined below), in accordance with the Scope of Services. The Scope of Services incorporates Contractor’s scope of work or bid for the Services. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

1.2 Term of Services. The term of this Agreement shall begin on «**Term\_of\_Contract\_Beginning**». Unless earlier terminated in accordance with Section 8 of this Agreement, this Agreement shall continue in full force and effect until final written approval and acceptance of the work performed under this Agreement by the Contract Administrator. The time provided to Contractor to complete the Services required by this Agreement shall not affect City’s right to terminate this Agreement, as provided for in Section 8.

1.3 Standard of Performance.

a. Quality of Work. As a material inducement to City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the Services contemplated herein. Contractor shall at all times faithfully, competently, and to



the best of its ability, experience, and talent, perform all Services described herein. Contractor covenants that it shall follow the highest professional standards in performing the Services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances, and to the sole satisfaction of the Contract Administrator.

b. Care of Work. Contractor shall adopt reasonable methods during the term of this Agreement to furnish continuous protection to the Services, and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City’s own negligence.

c. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out the Services, Contractor shall at all times be in compliance with all applicable local, state, and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

d. Warranty. Contractor warrants all work under this Agreement (which for purposes of this Subsection 1.3 shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one (1) year (or the period of time specified elsewhere in this Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by City of any defect in the work or non-conformance of the work to this Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at Contractor’s sole cost and expense. Contractor shall act sooner as requested by City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by Contractor’s defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor’s obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. Contractor

shall perform such tests as City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of City, regardless of whether or not such warranties and guarantees have been transferred or assigned to City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of City, City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse City for any expenses incurred hereunder upon demand.

e. Skilled and Trained Workforce. Contractor, for itself and its subcontractors at every tier, hereby provides an enforceable commitment to comply with California Public Contract Code section 2600 et seq., which requires use of a skilled and trained workforce to perform all work on the agreements that fall within an apprenticeable occupation in the building and construction trades.

f. Inspection and Final Acceptance. The Services shall be performed to the satisfaction of City. City may inspect and accept or reject any of Contractor's work under this Agreement, during performance and/or when completed. City shall reject or finally accept Contractor's work within forty five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud, and such gross mistakes as amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 4 and Section 5, pertaining to insurance and indemnification, respectively.

1.4 Assignment of Personnel. Contractor shall assign only competent personnel to perform the Services. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the Services. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the Services, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.5 Time. Time is of the essence in the performance of this Agreement. Contractor shall devote such time to the performance of the Services pursuant to this Agreement as may be reasonably necessary to satisfy Contractor's obligations hereunder. Contractor shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Scope of Services. When requested by Contractor, extensions to the time period(s) specified in the Scope of Services may be approved in writing by the Contract Administrator but not shall not exceed one hundred eighty (180) days cumulatively.

1.6 Force Majeure. The time period(s) specified in the Scope of Services for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Contractor shall within ten (10) days of the commencement of such delay notify the Contract Administrator in writing of the causes of the delay. The Contract Administrator shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the sole judgment of the Contract Administrator such delay is justified. The Contract Administrator's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of this Agreement pursuant to this Section.

1.7 Suspension of Services. The City Engineer of City ("Engineer") shall have the authority to suspend the Services, wholly or in part, for such period as the Engineer may deem necessary, due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable prosecution of the Services, or for such time as the Engineer may deem necessary due to the failure on the part of Contractor to carry out orders given or to perform any provisions of the Services. Contractor shall immediately comply with the written order of the Engineer to suspend the Services wholly or in part and shall not resume the Services until ordered to do so in writing by the Engineer. Such suspension shall be without liability to Contractor on the part of City. In the event a suspension of work is ordered because of failure on the part of Contractor to carry out orders given or to perform any provisions of the Services, such suspension of the Services shall not relieve Contractor of responsibility to complete the Services within the time limit set forth herein and shall not be considered cause for extension of the time for completion and, further, such suspension of the Services shall not entitle Contractor to any additional compensation.

1.8 Familiarity with Work and Worksite. By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the Services, (ii) has carefully considered how the Services should be performed, and (iii)

fully understands the facilities, difficulties, and restrictions attending performance of the Services. If the Services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of the Services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Contractor shall immediately inform City of such fact and shall not proceed until written instructions are received from the Contract Administrator.

1.9 Further Responsibilities of the Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless otherwise specified in this Agreement, neither Party shall be responsible for the service of the other.

## **SECTION 2. COMPENSATION.**

2.1 Contract Amount. City hereby agrees to pay Contractor a sum not to exceed **«CONTRACT\_AMOUNT\_SPELLLED\_OUT» («Contract\_Amount»)** notwithstanding any contrary indications that may be contained in Contractor's proposal or bid, for the Services to be performed and reimbursable costs incurred under this Agreement. This compensation may be administratively adjusted pursuant to Section 8.4 herein. In the event of a conflict between this Agreement and Exhibit A, regarding the amount of compensation, this Agreement shall prevail. City shall pay Contractor for the Services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified in this Section 2 shall be the only payments from City to Contractor for the Services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein.

2.2 Method of Compensation. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified tasks or the percentage of completion of the Services, (iii) payment for time and materials based upon Contractor's rates as specified in the Scope of Services, provided that time estimates are provided for the performance of subtasks, or (iv) such other methods as may be specified in the Scope of Services. In no event shall compensation exceed the amount set forth in Subsection 2.1.

2.3 Invoices. Contractor shall submit invoices monthly during the term of this Agreement, based on the cost for the Services performed and reimbursable costs incurred prior to the invoice date. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Subcontractor charges shall also be detailed by such categories. Invoices shall contain:

- a. Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- b. The beginning and ending dates of the billing period;
- c. A "Task Summary" containing the original contract amount, the amount of prior billings, the total due this period, the balance available under this Agreement, and the percentage of completion;
- d. At City's option, for each item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person performing the Services, the hours spent by each person, a brief description of the Services, and each reimbursable expense;
- e. The total number of hours of work performed under this Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing the Services hereunder necessary to complete the Services described in Exhibit A;
- f. Receipts for expenses to be reimbursed;
- g. The Principals' signatures.

Invoices shall be submitted to:

City of Yorba Linda  
Attn: Accounts Payable  
4845 Casa Loma Ave  
Yorba Linda, CA 92886

2.4 City Payment of Invoices. City shall independently review each invoice submitted by Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Pursuant to California Public Contract Code Section 20104.50, Contractor is notified that for public works Services, City's failure to pay undisputed and properly submitted invoices within thirty (30) days shall be subject to interest at the legal rate set forth in Code of Civil Procedure Section 685.010. Any invoice for public works Services determined not to be a proper invoice suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after receipt. An invoice returned pursuant to the foregoing shall be accompanied by a writing stating the reasons why the invoice is not proper.

## 2.5 Retention of Funds, Final Payment.

a. Contractor hereby authorizes City, in the sole discretion of the Contract Administrator, to retain and deduct from any amount payable to Contractor not exceeding five percent (5%) of the total compensation. The retained funds shall be paid to Contractor within sixty (60) days after final acceptance of the Services by the City and after Contractor has furnished City with full release of all undisputed payments under this Agreement. In the event there are any claims specifically excluded by Contractor from the operation of the release, City may retain proceeds of up to one hundred fifty percent (150%) of the amount in dispute. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Contractor to insure, indemnify, and protect City as provided in this Agreement.

b. Notwithstanding Paragraph a, California Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by City for public works Services. At the request and expense of Contractor, securities equivalent to the monies withheld shall be deposited with City, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to Contractor. City retains the sole discretion to approve the bank selected by Contractor to serve as escrow agent. Upon satisfactory completion of the Services, the securities shall be returned to Contractor. Securities eligible for investment shall include those listed in Government Code Section 16430. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. In the alternative, under California Public Contract Code Section 22300, Contractor may request City to make payment of earned retention monies directly to the escrow agent at the expense of Contractor. Also at Contractor's expense, Contractor may direct investment of the payments into securities, and Contractor shall receive interest earned on such investment upon the same conditions as provided for securities deposited by Contractor. Upon satisfactory completion of the Services, Contractor shall receive from the escrow agent all securities, interest and payments received by escrow agent from City pursuant to the terms of California Public Contract Code Section 22300.

2.6 Total Payment. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering the Services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement. In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entirety of the Services performed pursuant to this Agreement, unless this Agreement is modified in writing prior to the submission of such an invoice.

2.7 Hourly Fees. Fees for the Services performed by Contractor on an hourly basis shall not exceed the amounts shown on Exhibit A.

2.8 Reimbursable Expenses. Reimbursable expenses are included within the maximum amount of this Agreement. Reimbursable expenses not listed in Exhibit A must be approved in advance by the Contract Administrator, in his or her sole discretion.



Contractor shall not be entitled to any additional compensation for the attendance of meetings reasonably deemed necessary by City for the execution of the Services.

2.9 Payment of Taxes. Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.

2.10 Payment upon Termination. In the event that City or Contractor terminates this Agreement pursuant to Section 8, City shall compensate Contractor for all outstanding costs and reimbursable expenses incurred for Services satisfactorily completed and for reimbursable expenses as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets in order to verify costs and reimbursable expenses incurred to that date.

2.11 No Waiver. Payment to Contractor for Services performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

### **SECTION 3. FACILITIES AND EQUIPMENT.**

3.1 Contractor Provides Facilities and Equipment. Except as otherwise provided, Contractor shall, at its sole cost and expense, provide all facilities and equipment necessary to perform the services required by this Agreement. In no event shall City be required to furnish any facility or equipment that may involve incurring any direct expense.

3.2 Utility Relocation. Where applicable, pursuant to California Government Code Section 4215, City is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse Contractor for any costs incurred in locating, repairing damage not caused by Contractor, and removing or relocating such unidentified utility facilities. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

3.3 Trenches or Excavations. Pursuant to California Public Contract Code Sections 6705 and 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

a. Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the site different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; or (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

b. If the Services involve an estimated expenditure in excess of Twenty-Five Thousand Dollars (\$25,000) for the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit for acceptance by the City Engineer, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

c. City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue an order or amendment for additional services pursuant to Subsection 8.4 or 8.5 of this Agreement.

d. If a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under this Agreement. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Parties.

#### **SECTION 4. INSURANCE AND BOND REQUIREMENTS.**

Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below and provide certified copies of insurance policies and original endorsements, indicating that Contractor has obtained or currently maintains insurance that meets the requirements of this Section and which is satisfactory, in all respects, to City. Contractor shall also deliver the payment and performance bonds required by this Section 4 with City. Contractor shall maintain the insurance policies required by this Section throughout the term of this Agreement. The cost of such insurance shall be included in Contractor's compensation. Contractor shall not allow any subcontractor, Contractor or other agent to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City, and has delivered the required bonds to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Contractor acknowledges the insurance policy must cover inter-insured suits between City and other insureds. Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible nor shall it limit Contractor's indemnification liabilities as provided in Section 5. Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide, or in



the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Contract Administrator in the Contract Administrator's sole discretion. If this Agreement continues for more than three (3) years duration, or in the event the Contract Administrator determines that the Services to be performed under this Agreement creates an increased or decreased risk of loss to City, Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 4 may be changed accordingly upon receipt of written notice from the Contract Administrator; provided that Contractor shall have the right to appeal a determination of increased coverage by the Contract Administrator to the City Council of City within ten (10) days of receipt of notice from the Contract Administrator.

4.1 Workers' Compensation. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor pursuant to the provisions of the California Labor Code. Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident, ONE MILLION DOLLARS (\$1,000,000.00) disease per employee, and ONE MILLION DOLLARS (\$1,000,000.00) disease per policy. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from the Services performed under this Agreement. Pursuant to California Labor Code Section 1860, Contractor is required to secure the payment of compensation to Contractor's employees. Pursuant to California Labor Code Section 1861, Contractor hereby submits to City the following:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

**Contractor Initial:** \_\_\_\_\_

4.2 Commercial General and Automobile Liability Insurance.

a. General Requirements. Contractor, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage, for risks associated with the Services contemplated by this Agreement, TWO MILLION DOLLARS (\$2,000,000.00) general

aggregate, and TWO MILLION DOLLARS (\$2,000,000.00) products/completed operations aggregate. If a Commercial General Liability Insurance or an Automobile Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from the Services contemplated under this Agreement, including the use of hired, owned, leased, and non-owned automobiles.

b. Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 Code 2, 8, and 9 including “any auto” and endorsement CA 0025 or equivalent). No endorsement shall be attached limiting the coverage.

c. Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

(i) The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

(ii) The policy must cover inter-insured suits and include a “Separation of Insureds” or “severability” clause which treats each insured separately.

(iii) The insurance must be maintained for at least one (1) year following the completion of the Services or the expiration or termination of this Agreement.

(iv) Any failure of Contractor to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

#### 4.3 Professional Liability Insurance.

a. General Requirements. Contractor, at its own expense, shall maintain professional liability insurance appropriate to Contractor’s profession. This coverage may be written on a “claims made” basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to the Services performed under this Agreement. The insurance must be maintained for at least five (5) consecutive years following the completion of the Services or the expiration or termination of this Agreement. During this additional five (5)-year period, Contractor shall annually and upon request of City submit written evidence of this continuous coverage.

b. Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

(i) The retroactive date of the policy must be shown and must be no later than the commencement of the Services.

(ii) If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the Effective Date of this Agreement, Contractor must provide extended reporting coverage for a minimum of five (5) years after the expiration or termination of this Agreement or the completion of the Services. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the Services under this Agreement. City shall have the right to exercise, at Contractor's sole cost and expense, any extended reporting provisions of the policy, if Contractor cancels or does not renew the coverage.

(iii) A copy of the claim reporting requirements must be submitted to City prior to the commencement of the Services under this Agreement.

4.4 Pollution Liability Insurance. Contractor, at its own expense, shall maintain pollution liability insurance written on a per occurrence for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per pollution incident and ONE MILLION DOLLARS (\$1,000,000.00) in the general aggregate. The policy shall apply to any incidents at or from any location on which Contractor performs the Services under this Agreement. The insurance must be maintained for at least one (1) year following the completion of Contractor's services or the expiration or termination of this Agreement.

4.5 All Policies Requirements.

a. Verification of Coverage. Prior to beginning the Services under this Agreement, Contractor shall furnish City with certificates of insurance, additional insured endorsement or policy language granting additional insured status complete certified copies of all policies, including complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance must include the following reference: **FY 2023-24 Parking Lot Rehabilitation.** The name and address for additional insured endorsements, certificates of insurance and notice of cancellation is: City of Yorba Linda, 4845 Casa Loma Ave, Yorba Linda, CA 92886. City must be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of Contractor.

b. Notice of Reduction in or Cancellation of Coverage. Contractor shall provide written notice to City within ten (10) working days if: (1) any of the required

insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. In the event any of said policies of insurance are cancelled, Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4 to the Contract Administrator.

c. Additional Insured; Primary Insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of the Services performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor, as applicable; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by Contractor in the course of providing the Services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers. The insurance provided to City as an additional insured must apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by City. Additional insured status shall continue for one (1) year after the expiration or termination of this Agreement or completion of the Services.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees, and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against City, its officers, employees, agents, authorized volunteers, and their respective insurers.

d. Deductibles and Self-Insured Retentions. Contractor shall obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the Services. During the term of this Agreement, only upon the prior express written authorization of the Contract Administrator, Contractor may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Contractor procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

e. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

f. Variation. The Contract Administrator may, but is not required to, approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.6 Payment and Performance Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City a payment (labor and materials) bond and a performance bond, each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secure the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of this Agreement and shall be null and void only if Contractor promptly and faithfully performs all terms and conditions of this Agreement. Payment and performance bonds shall be secured from a surety company rated Grade "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide, or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Contract Administrator due to unique circumstances, and shall be authorized to write such bonds in the State of California. Contractor shall pay all bond premiums, costs, and incidentals. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under this Agreement may be permitted at the request and expense of Contractor. Without limiting the foregoing, Contractor understands that Civil Code Section 9550 requires a payment bond for all public works contracts involving an expenditure of more than Twenty-Five Thousand Dollars (\$25,000).

4.7 Remedies. In addition to any other remedies at law or equity City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement;
- b. Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- c. Terminate this Agreement.

## **SECTION 5. INDEMNIFICATION.**

5.1 Indemnification for Professional Liability. Where the law establishes a professional standard of care for performance of the Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend (with counsel selected by City), and hold harmless City and any and all of its officers, employees, officials, volunteers, and agents from and against any and all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of action (whether in tort, contract, under statute, at law, in equity, or otherwise) charges, awards, assessments, fines, or penalties

of any kind (including costs and expenses incurred by City and reasonable consultant and expert fees and expenses of investigation, costs of whatever kind and nature and, if Contractor fails to provide a defense for City, the legal costs of counsel retained by City) and any judgment (collectively, "Claims") to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Contractor, its officers, agents, employees, or subcontractors (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement.

5.2 Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, protect, defend (with counsel selected by City), and hold harmless City, and any and all of its officers, employees, officials, volunteers, and agents from and against any and all Claims, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor. Contractor will promptly pay any judgment rendered against City, its officers, agents, or employees for any such Claims arising out of or in connection with the performance of or failure to perform such Services, operations or activities of Contractor hereunder.

5.3 Subcontractors. Contractor shall incorporate similar indemnity agreements with its subcontractors. Contractor shall be fully responsible to indemnify City, and failure of City to monitor compliance with these provisions shall not be a waiver hereof.

5.4 Limitation of Indemnification. The provisions of this Section 5 do not apply to claims occurring as a result of City's sole or active negligence. The provisions of this Section 5 shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officers, officials, employees, and agents acting in an official capacity. In the event any applicable law contains a limitation on indemnification under this Agreement, such limitation shall supersede the provisions herein only to the extent required by said law.

## **SECTION 6. INDEPENDENT CONTRACTOR.**

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of the Services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.4; however, otherwise City shall not have the right to control the means by which Contractor accomplishes the Services rendered pursuant to this Agreement. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall not at any time or in any manner represent that it is or any of its officers, employees, or agents are in any manner officers, officials, employees, or agents of City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Except for



the fees paid to Contractor as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing the Services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing the Services hereunder. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (“PERS”) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Contractor shall perform all Services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

## **SECTION 7. LEGAL REQUIREMENTS.**

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Contractor and any subcontractor shall comply with all applicable local, state, and federal laws and regulations applicable to the performance of the work hereunder. Contractor shall not hire or employ any person to perform work within City or allow any person to perform the Services required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Contractor acknowledges and agrees that it shall be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with such laws. Contractor shall require the same of all subcontractors.

7.3 Prevailing Wages. Contractor acknowledges and agrees that it shall be independently responsible for reviewing the applicable prevailing wage laws and regulations and effectuating compliance with such laws, including, but not limited to the prevailing wage and related requirements set forth in this Subsection 7.3. Contractor shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of California Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

a. Public Work. Contractor hereby expressly acknowledges and agrees that City has never previously affirmatively represented to Contractor, its employees or agents in writing or otherwise that the Services are not a “public work,” as defined in Section 1720 of the California Labor Code. It is agreed by the Parties that, in connection with the development, construction (as defined by applicable law) and

operation of the Services, including, without limitation, any public work (as defined by applicable law), if any, Contractor shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the implementation of California Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. To the extent applicable, City will enforce all penalties required by law for Contractor's failure to pay prevailing wages.

b. California Labor Code. The Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the California Labor Code and especially to Article 2 (Wages); and Article 3 (Working Hours), thereof.

(i) In accordance with Sections 1773 and 1773.2 of the California Labor Code, City has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRL/2022-1/PWD/Southern.html>. Copies of the prevailing rates of wages are maintained with City's principal office and are available to any interested party on request. Contractor shall post a copy of the prevailing rate of per diem wages at each job site.

(ii) Contractor is aware of and will comply with the provisions of California Labor Code Section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said Section. Pursuant to California Labor Code Section 1771.4, Contractor must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations' electronic certified payroll reporting (eCPR) system.

(iii) Pursuant to California Labor Code Section 1810, it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

(iv) Pursuant to California Labor Code Section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

(v) Pursuant to California Labor Code Section 1813, it is stipulated hereby that Contractor shall, as a penalty to City, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by Contractor or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the California Labor Code.

(vi) Contractor is aware of and will comply with the provisions of California Labor Code Sections 1777.5 and 1777.6 with respect to the employment of



apprentices. Pursuant to Section 1777.5 it is hereby stipulated that Contractor will be responsible for obtaining compliance therewith on the part of any and all sub-consultants or subcontractors employed by Contractor in connection with this Agreement.

(vii) Pursuant to California Labor Code Section 1775, it is hereby stipulated that Contractor shall, as a penalty to City, forfeit not more than two-hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for the Services by Contractor or any sub-consultant or subcontractor.

c. Bidding Eligibility. Pursuant to California Labor Code Section 1771.1, no contractor or subcontractor (or consultant or subconsultant) may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations. Pursuant to California Public Contract Code Section 6109, Contractor may not perform any Services hereunder with a subcontractor who is ineligible to perform the Services pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

d. DIR Monitoring. Pursuant to California Labor Code Section 1771.4, Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

e. Indemnification Related to Prevailing Wages. Section 5, Indemnification, specifically encompasses Claims arising from or related to (i) the noncompliance by Contractor or any party performing the Services of any applicable local, state, and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages and hire apprentices); (ii) the implementation of California Labor Code Sections 1726 and 1781, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Contractor or any party performing the Services to provide any required disclosure or identification as required by California Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law.

7.4 Licenses and Permits, Fees, and Assessments. Contractor represents, warrants, and covenants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions, and perform the Services. Contractor represents, warrants, and covenants to City that Contractor and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions, and perform the Services. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties

and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the Services, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed, or imposed against City hereunder.

7.5 Conflicts of Interest. Contractor represents, warrants, and covenants that Contractor presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement.

7.6 Unfair Business Practices Claims. In entering into this Agreement, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials related to this Agreement. This assignment shall be made and become effective at the time City renders final payment to Contractor without further acknowledgment of the Parties.

7.7 Annual Appropriation of Funding. In accord with Article 16 Section 18 of the California Constitution, payment of compensation under this Agreement is contingent upon annual appropriation of funds by City for that purpose. Contractor acknowledges and agrees that to the extent that the Services extend beyond one (1) fiscal year, payment for such Services is expressly conditioned on City's annual appropriation of funds for such Services for each year. If no funds are appropriated then this Agreement shall be terminated. City pledges and agrees to process such appropriation requests annually and in good faith. Nothing in this Subsection shall be construed to limit the right of either Party to terminate this Agreement as provided herein.

7.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, Contractor and its sureties shall be liable for and shall pay to City the sum of FIVE HUNDRED DOLLARS (\$500.00) as liquidated damages for each working day of delay in the performance of any of the Services. City may withhold from any monies payable on account of the Services performed by Contractor any accrued liquidated damages.

## **SECTION 8. TERMINATION AND MODIFICATION.**

8.1 Termination. City may terminate this Agreement at any time and without cause upon thirty (30) days' written notification to Contractor. City may also terminate this Agreement pursuant to Subsection 8.8.

8.2 Termination by Contractor. Contractor may terminate this Agreement upon sixty (60) days' written notice to City.

8.3 Consequences of Termination. In the event of termination, Contractor shall be entitled to compensation for the Services satisfactorily performed up to the date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all materials provided to Contractor or prepared by or for Contractor or City in connection with this Agreement. Upon receipt of any notice of termination, Contractor shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Administrator.

8.4 Administrative Change Orders. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Administrator to Contractor, incorporating therein any adjustment in (i) the total compensation, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of Contractor. Any increase in compensation of up to five percent (5%) of the total compensation or TWENTY-FIVE THOUSAND DOLLARS (\$25,000), whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved in writing by the Contract Administrator. Contractor understands and agrees that, if City grants an extension in time without additional work, City shall have no obligation to provide Contractor with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Contractor for any otherwise reimbursable expenses incurred during the extension period. All other extensions or modifications to this Agreement shall require a written amendment pursuant to Subsection 8.5.

8.5 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties. The Contract Administrator shall have the authority to execute amendments to this Agreement which do not materially change the terms hereof, in the Contract Administrator's discretion, to the extent permitted by applicable federal, state, and local law. The Contract Administrator may refer any proposed amendment to the City Council for review and approval.

8.6 Assignment and Subcontracting. City and Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the Scope of Services, without prior written approval of the Contract

Administrator. In the event of any unapproved assignment, including in connection with any bankruptcy proceeding, this Agreement shall be void. No approved assignment shall release Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

8.7 Survival. All obligations arising prior to the expiration or termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the expiration or termination of this Agreement.

8.8 Disputes, Default. In the event that Contractor is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Contractor for any of the Services performed after the date of default. Instead, City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, in the sole discretion of the Contract Administrator. During the period of time that Contractor is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, City's remedies shall include, but not be limited to, any or all of the following:

- a. Immediately terminate this Agreement;
- b. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
- c. Retain a different contractor to complete the Services; and/or
- d. Charge Contractor the difference between the cost to complete the Services that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the Services.

Any failure on the part of City to give notice of Contractor's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.

8.9 Claims by Contractor. Claims, as that term is defined in California Public Contract Code Section 9204, by Contractor and, where applicable, any subcontractor, in connection with a public works project shall be subject to the mediation procedure in California Public Contract Code Section 9204.

## **SECTION 9. KEEPING AND STATUS OF RECORDS.**

9.1 Documents and Data. All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents, and other materials plans, drawings, estimates, test data, survey results, models, renderings, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, digital renderings, or data stored digitally, magnetically, or in any other medium (the “Documents and Materials”) prepared or caused to be prepared by Contractor, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Administrator or upon the expiration or termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Documents and Materials hereunder. Any use, reuse or assignment of such completed Documents and Materials for other projects and/or use of uncompleted documents without specific written authorization by Contractor will be at City’s sole risk and without liability to Contractor, and Contractor’s guarantee and warranties shall not extend to such use, revise, or assignment. Contractor may retain copies of such Documents and Materials for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any Documents and Materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

9.2 Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, rights of reproduction, and other intellectual property embodied in the Documents and Materials. Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for the Documents and Materials the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all of the Documents and Materials. Contractor makes no such representation and warranty in regard to the Documents and Materials which were prepared by design professionals other than Contractor or provided to Contractor by City. City shall not be limited in any way in its use of the Documents and Materials at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

9.3 Records. Contractor shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports (including but not limited to payroll reports), studies, or other documents relating to the disbursements charged to City and the Services performed hereunder (the “Books and Records”), as shall be necessary to perform the Services required by this Agreement and enable the Contract Administrator to evaluate the performance of such Services. Any and all such Books and Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Administrator



shall have full and free access to such Books and Records at all times during normal business hours of City, including the right to inspect, copy, audit, and make records and transcripts from such Books and Records. Such Books and Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Books and Records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the Books and Records may be given to City, and access shall be provided by Contractor's successor in interest. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

9.4 Reports. Contractor shall periodically prepare and submit to the Contract Administrator such reports concerning the performance of the Services required by this Agreement as the Contract Administrator shall require. Contractor hereby acknowledges that City is greatly concerned about the cost of the Services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Administrator of said fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

9.5 Confidentiality. City and Contractor agree that, until final approval by City, all data, plans, specifications, reports, and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law. Contractor, its officers, employees, agents, or subcontractors, shall not, without prior written authorization from the Contract Administrator or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement. If Contractor, or any officer, employee, agent, or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any Claims caused by or incurred as a result of Contractor's conduct. Contractor shall promptly notify City should Contractor, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any party regarding this Agreement and the Services performed thereunder. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any

such response does not imply or mean the right by City to control, direct, or rewrite said response. Response to a subpoena or court order shall not be considered a voluntary disclosure so long as Contractor gives City notice of such court order or subpoena as provided herein. Contractor understands and agrees that it may be required to provide documents to the City to be produced in response to a Public Records Act request.

## **SECTION 10. MISCELLANEOUS PROVISIONS.**

10.1 Attorneys' Fees. If either Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and expenses including costs, in addition to any other relief to which that Party may be entitled; provided, however, that the attorneys' fees awarded pursuant to this Subsection shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing Party in the conduct of the litigation. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Venue. In the event that either Party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in Riverside County.

10.3 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

10.4 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

10.5 No Implied Waiver of Breach. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

10.6 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.

10.7 Contractor Principals and Representatives. The following principals of Contractor ("Principals") are hereby designated as being the principals and

representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability, and reputation of the Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the Services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

10.8 City Contract Administration. This Agreement shall be administered by a City employee, Brad Skeene, Parks and Facilities Superintendent (“Contract Administrator”). All correspondence shall be directed to or through the Contract Administrator or his designee. It shall be Contractor’s responsibility to assure that the Contract Administrator is kept informed of the progress of the performance of the Services and Contractor shall refer any decisions which must be made by City to the Contract Administrator. Unless otherwise provided by applicable law, the Contract Administrator shall have the power to act on behalf of City for all purposes under this Agreement. Unless otherwise provided in this Agreement, Contractor shall not accept direction or orders from any person other than the Contract Administrator or his designee.

10.9 Notices. Any written notice to Contractor shall be sent to:

«Contractor»  
Attn: «Contractor\_Contact»  
«Address»  
«City», «State» «Zip\_Code»

Any written notice to City shall be sent to the Contract Administrator at:



City of Yorba Linda  
4845 Casa Loma Ave  
Yorba Linda, CA 92886  
Attn: Brad Skeene, Parks and Facilities Superintendent

with a copy to:

City Clerk  
City of Yorba Linda  
4845 Casa Loma Ave  
Yorba Linda, CA 92886

Any notice, demand, request, document, consent, approval, or communication either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

10.10 Rights and Remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

10.11 Integration, Interpretation. This Agreement, including Exhibits A and B, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

10.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.13 Execution of Contract. The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

10.14 Nondiscrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the

performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

10.15 No Third Party Beneficiaries. There are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.

10.16 Nonliability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

10.17 No Undue Influence. Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Contractor, or from any officer, employee, or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement.

10.18 No Benefit to Arise to City Employees. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Services to be performed under this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed and entered into this Agreement as of the Effective Date.

**CITY OF YORBA LINDA**

**CONTRACTOR**

\_\_\_\_\_  
Tara Campbell, Mayor

By: \_\_\_\_\_

Attest:

Name: \_\_\_\_\_

\_\_\_\_\_  
Marcia Brown, City Clerk

Title: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

\_\_\_\_\_  
Todd Litfin, City Attorney

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Note: 2 officer's signatures required if Contractor is a corporation, unless provided with a certificate of secretary in-lieu]

## EXHIBIT A

### SCOPE OF SERVICES

Services shall include **FY 2023-24 Parking Lot Rehabilitation** services, including labor, materials, services and equipment is the total amount of all lump sum items and of all unit price sums, determined by multiplying the unit price for each item times the actual quantity of each such item, in the amount not to exceed **«CONTRACT\_AMOUNT\_SPELLLED\_OUT» («Contract\_Amount»)** as further detailed in the attached pages (if any). If the Services include Services pursuant to a request for proposals or bid, the Services shall include the work contemplated by the entire “Bid Package” or “Request for Proposals” for the Services, including all plans, addenda, documentation, and specifications attached thereto. A copy of the Bid Package and/or Request for Proposals, as applicable shall be retained with a copy of this Agreement. Contractor shall keep a copy of the same for at least three (3) years following termination of this Agreement.

**[ATTACH BID PACKAGE / SCOPE OF WORK]**

**City Of Yorba Linda**  
**Faithful Performance Bond**  
**For**  
**FY 2023-24 Parking Lot Rehabilitation**

KNOW ALL MEN BY THESE PRESENTS that, **Insert Contractors Name**, as CONTRACTOR, and, \_\_\_\_\_ as SURETY, are held and firmly bound unto the **City of Yorba Linda**, as AGENCY, in the penal sum of **Insert Written Dollar amount** Dollars (\$.00), which is one hundred (100%) of the total contract amount for the above stated project, for the payment of which sums, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alterations is hereby waived by SURETY.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
CONTRACTOR (CORPORATION-TYPE)

(SEAL)

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary/Treasurer

FAITHFUL PERFORMANCE BOND  
(PAGE 2 OF 2)

\_\_\_\_\_  
SURETY'S NAME-TYPE

\_\_\_\_\_  
MAILING ADDRESS (SURETY)

BY: \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

(SEAL)

NOTE: SIGNATURES OF CORPORATE OFFICIALS AND SURETY MUST BE  
NOTARIZED, ATTACH JURAT.

BOND APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY - CITY OF YORBA LINDA

**City Of Yorba Linda**  
**Material And Labor Bond**

**For**

**FY 2023-24 Parking Lot Rehabilitation**

KNOW ALL MEN BY THESE PRESENTS that, **Insert Contractors Name**, as CONTRACTOR, and, \_\_\_\_\_ as SURETY, are held and firmly bound unto the **City of Yorba Linda**, as AGENCY, in the penal sum of **Insert Written Dollar amount** Dollars (\$.00), which is one hundred (100%) of the total contract amount for the above stated project, for the payment of which sums, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above stated project, if CONTRACTOR or any subcontractor fails to pay for any labor or material of any kind used in the performance of the work to be done under said contract, or fails to submit amounts due under the State Unemployment Insurance Act with respect to said labor, SURETY will pay for the same in an amount not exceeding the sum set forth above, which amount shall insure to be the benefit of all persons entitled to file claims under the State Code of Civil Procedures; provided that any alterations in the work to be done, materials to be furnished, or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of said alterations is hereby waived by SURETY.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
CONTRACTOR (CORPORATION-TYPE)

By \_\_\_\_\_  
President

(SEAL)

By \_\_\_\_\_  
Secretary/Treasurer



MATERIAL AND LABOR BOND  
(PAGE 2 OF 2)

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SURETY'S NAME-TYPE

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MAILING ADDRESS (SURETY)

BY: \_\_\_\_\_  
Name

---

Title

(SEAL)

NOTE: SIGNATURES OF CORPORATE OFFICIALS AND SURETY MUST BE NOTARIZED, ATTACH JURAT.

BOND APPROVED AS TO FORM:

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CITY ATTORNEY - CITY OF YORBA LINDA

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**A. APPLICABILITY**

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**1. Minimum wages and fringe benefits**

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

**ii. Frequently recurring classifications**

**A.** In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
2. The classification is used in the area by the construction industry; and
3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

**B.** The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

**iii. Conformance**

**A.** The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  2. The classification is used in the area by the construction industry; and
  3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B.** The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C.** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D.** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E.** The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**iv. Fringe benefits not expressed as an hourly rate**

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**v. Unfunded plans**

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding

### i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B. A contracting agency for its procurement costs;
- C. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D. A contractor's assignee(s);
- E. A contractor's successor(s); or
- F. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

## 3. Records and certified payrolls

### i. Basic record requirements

**A. Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

**B. Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

**C. Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

**D. Additional records relating to apprenticeship** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

**ii. Certified payroll requirements**

**A. Frequency and method of submission** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

**B. Information required** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

**C. Statement of Compliance** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
  - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
  - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
  - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
  - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
  - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
  - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### 4. **Apprentices and equal employment opportunity**

##### i. **Apprentices**

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii **Equal employment opportunity** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

#### 5 **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6 Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

**7 Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8 Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9 Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

- i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).
- iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

**11 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
- iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

**B. Contract Work Hours and Safety Standards Act (CWHSSA)**

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must



be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

**3. Withholding for unpaid wages and liquidated damages**

**i. Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

**ii Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
- D.** A contractor’s assignee(s);
- E.** A contractor’s successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
  - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
  - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
  - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

#### **F. HEALTH AND SAFETY**

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

"General Decision Number: CA20240024 02/23/2024

Superseded General Decision Number: CA20230024

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Orange County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	01/26/2024
3	02/02/2024
4	02/09/2024
5	02/23/2024

ASBE0005-002 09/01/2023

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 49.58	25.27
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 36.97	20.36

ASBE0005-004 07/04/2022

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 23.52	13.37

\* BRCA0004-010 05/01/2020

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 41.39	18.95

\*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 06/01/2022

	Rates	Fringes
MARBLE FINISHER.....	\$ 37.87	14.13
TILE FINISHER.....	\$ 32.44	12.54
TILE LAYER.....	\$ 45.05	18.33

BRCA0018-010 09/01/2022

Rates	Fringes
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TERRAZZO FINISHER.....	\$ 38.37	14.13
TERRAZZO WORKER/SETTER.....	\$ 46.49	14.66

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CARP0213-001 07/01/2021

Rates Fringes

CARPENTER

(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 51.60	16.28
(2) Millwright.....	\$ 52.10	16.48
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 51.73	16.28
(4) Pneumatic Nailer, Power Stapler.....	\$ 51.85	16.28
(5) Sawfiler.....	\$ 51.69	16.28
(6) Scaffold Builder.....	\$ 42.80	16.28
(7) Table Power Saw Operator.....	\$ 51.70	16.28

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

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CARP0213-004 07/01/2021

Rates Fringes

Drywall

DRYWALL INSTALLER/LATHER....	\$ 51.60	16.28
STOCKER/SCRAPPER.....	\$ 22.16	8.62

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CARP0721-001 07/01/2021

Rates Fringes

Modular Furniture Installer.....	\$ 21.85	7.15
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ELEC0011-001 01/01/2024

COMMUNICATIONS AND SYSTEMS WORK

Rates Fringes

Communications System Installer.....	\$ 46.47	3%+17.08
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SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music,

intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station. Fire alarm work shall be performed at the current inside wireman total cost package.

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 ELEC0441-001 01/01/2024

	Rates	Fringes
CABLE SPLICER.....	\$ 60.19	24.24
ELECTRICIAN.....	\$ 57.54	24.16

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\* ELEC0441-003 06/26/2023

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer.....	\$ 44.33	16.43
Technician.....	\$ 31.23	15.39

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave



Guide

C. \*Fire Alarm Systems-installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

\*Fire Alarm Systems

1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

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ELEC0441-004 01/01/2024

Rates Fringes

ELECTRICIAN (TRANSPORTATION SYSTEMS, TRAFFIC SIGNALS & STREET LIGHTING)

Cable Splicer/Fiber Optic		
Splicer.....	\$ 58.14	24.17
Electrician.....	\$ 57.54	24.16
Technician.....	\$ 43.16	23.72

SCOPE OF WORK: Electrical work on public streets, freeways, toll-ways, etc, above or below ground. All work necessary for the installation, renovation, repair or removal of Intelligent Transportation Systems, Video Surveillance Systems (CCTV), Street Lighting and and Traffic Signal work or systems whether underground or on bridges. Includes dusk to dawn lighting installations and ramps for access to or egress from freeways, toll-ways, etc.

Intelligent Transportation Systems shall include all systems and components to control, monitor, and communicate with pedestrian or vehicular traffic, included but not limited to: installation, modification, removal of all Fiber optic Video System, Fiber Optic Data Systems, Direct interconnect and Communications Systems, Microwave Data and Video Systems, Infrared and Sonic Detection Systems, Solar Power Systems, Highway Advisory Radio Systems, highway Weight and Motion Systems, etc.

Any and all work required to install and maintain any specialized or newly developed systems. All cutting, fitting and bandaging of ducts, raceways, and conduits. The cleaning, rodding and installation of ""fish and pull wires"". The excavation, setting, leveling and grouting of precast manholes, vaults, and pull boxes including ground rods or grounding systems, rock necessary for leveling and drainagae as well as pouring of a concrete envelope if needed.

JOURNEYMAN TRANSPORTATION ELECTRICIAN shall perform all tasks necessary toinstall the complete transportation system.

JOURNEYMAN TECHNICIAN duties shall consist of: Distribution of material at job site, manual excavation and backfill,

installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, detector loop, fiber optic cable and video/data.

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 ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 50.00	21.30
(3) Groundman.....	\$ 38.23	20.89
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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 \* ELEV0018-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 66.63	37.885+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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 ENGI0012-004 08/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 64.10	34.60
(2) Dredge dozer.....	\$ 58.13	34.60
(3) Deckmate.....	\$ 58.02	34.60
(4) Winch operator (stern winch on dredge).....	\$ 57.47	34.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 56.93	34.60
(6) Barge Mate.....	\$ 57.54	34.60

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 \* ENGI0012-024 07/01/2023

Rates	Fringes
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OPERATOR: Power Equipment  
(All Other Work)

GROUP 1.....	\$ 53.90	32.80
GROUP 2.....	\$ 54.68	32.80
GROUP 3.....	\$ 54.97	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 6.....	\$ 56.68	32.80
GROUP 8.....	\$ 56.79	32.80
GROUP 10.....	\$ 56.91	32.80
GROUP 12.....	\$ 57.08	32.80
GROUP 13.....	\$ 57.18	32.80
GROUP 14.....	\$ 57.21	32.80
GROUP 15.....	\$ 57.29	32.80
GROUP 16.....	\$ 57.41	32.80
GROUP 17.....	\$ 57.58	32.80
GROUP 18.....	\$ 57.68	32.80
GROUP 19.....	\$ 57.79	32.80
GROUP 20.....	\$ 57.91	32.80
GROUP 21.....	\$ 58.08	32.80
GROUP 22.....	\$ 58.18	32.80
GROUP 23.....	\$ 58.29	32.80
GROUP 24.....	\$ 58.41	32.80
GROUP 25.....	\$ 58.58	32.80

OPERATOR: Power Equipment  
(Cranes, Piledriving &  
Hoisting)

GROUP 1.....	\$ 55.25	32.80
GROUP 2.....	\$ 56.03	32.80
GROUP 3.....	\$ 56.32	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 5.....	\$ 56.68	32.80
GROUP 6.....	\$ 56.79	32.80
GROUP 7.....	\$ 56.91	32.80
GROUP 8.....	\$ 57.08	32.80
GROUP 9.....	\$ 57.25	32.80
GROUP 10.....	\$ 58.25	32.80
GROUP 11.....	\$ 59.25	32.80
GROUP 12.....	\$ 60.25	32.80
GROUP 13.....	\$ 61.25	32.80

OPERATOR: Power Equipment  
(Tunnel Work)

GROUP 1.....	\$ 55.75	32.80
GROUP 2.....	\$ 56.53	32.80
GROUP 3.....	\$ 56.82	32.80
GROUP 4.....	\$ 56.96	32.80
GROUP 5.....	\$ 57.18	32.80
GROUP 6.....	\$ 57.29	32.80
GROUP 7.....	\$ 57.41	32.80

PREMIUM PAY:

\$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator);Coil Tubing Rig Operator, Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable);Direct Push Operator (Geoprobe or similar types) Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter(concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and

including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (guniting work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity); Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single

engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less tha 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth- moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self- loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote- control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds.and up to and including 50

cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Spyder Excavator Operator, with all attachments

#### CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist



operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.);

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

#### TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting

device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

#### ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO,

KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a thin strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECEIVES BASE RATE

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IRON0433-006 01/01/2024

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 42.53	26.26
Ornamental, Reinforcing and Structural.....	\$ 47.45	34.90

PREMIUM PAY:

\$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,  
 Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center  
 Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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LAB00300-005 08/01/2022

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 39.23	23.28

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

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LAB00345-001 07/01/2022

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 48.50	21.37
GROUP 2.....	\$ 47.55	21.37
GROUP 3.....	\$ 44.01	21.37

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO0652-001 07/01/2022

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 45.68	23.30
GROUP 2.....	\$ 46.00	23.30
GROUP 3.....	\$ 46.46	23.30
GROUP 4.....	\$ 47.15	23.30
LABORER		
GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

#### TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer

person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

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LAB00652-003 07/01/2022

	Rates	Fringes
Brick Tender.....	\$ 37.32	21.45

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LAB01184-001 07/01/2022

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 40.69	18.25
(2) Vehicle Operator/Hauler.	\$ 40.86	18.25
(3) Horizontal Directional Drill Operator.....	\$ 42.71	18.25
(4) Electronic Tracking Locator.....	\$ 44.71	18.25
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 41.90	21.32
GROUP 2.....	\$ 43.20	21.32
GROUP 3.....	\$ 45.21	21.32
GROUP 4.....	\$ 46.95	21.32

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper



GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

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LAB01414-001 08/03/2022

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 38.92	23.32
PLASTER TENDER.....	\$ 41.47	23.32

Work on a swing stage scaffold: \$1.00 per hour additional.

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PAIN0036-001 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 38.52	18.64

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

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PAIN0036-008 09/01/2022

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 46.28	23.52

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PAIN0036-015 01/01/2020

	Rates	Fringes
GLAZIER.....	\$ 43.45	23.39

FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

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PAIN1247-002 01/01/2024

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 43.20	18.03

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PLAS0200-009 08/03/2022

	Rates	Fringes
PLASTERER.....	\$ 47.37	19.64

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PLAS0500-002 07/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.50	25.91

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PLUM0016-001 09/01/2023

	Rates	Fringes
PLUMBER/PIPEFITTER		
Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 53.51	25.28
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 42.49	23.86
All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....	\$ 55.18	26.26

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PLUM0345-001 09/01/2023

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 40.20	25.90
Sewer & Storm Drain Work....	\$ 44.29	23.28

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ROOF0036-002 08/13/2023

	Rates	Fringes
ROOFER.....	\$ 46.02	20.05

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour ""pitch premium"" pay.

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SFCA0669-008 01/01/2024

DOES NOT INCLUDE SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA, AND THAT PART OF ORANGE COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER.....	\$ 45.31	27.91

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SFCA0709-003 09/01/2023

SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA, AND THAT PART OF ORANGE COUNTY WITHIN 25 MILES BEYOND THE CITY LIMITS OF LOS ANGELES:

	Rates	Fringes
SPRINKLER FITTER (Fire).....	\$ 54.29	32.00
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SHEE0105-003 01/01/2024		

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
(1) Commercial - New Construction and Remodel work.....	\$ 56.95	30.04
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechatural sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 56.95	30.04
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TEAM0011-002 07/01/2023		

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 38.19	33.69
GROUP 2.....	\$ 38.34	33.69
GROUP 3.....	\$ 38.47	33.69
GROUP 4.....	\$ 38.66	33.69
GROUP 5.....	\$ 38.69	33.69
GROUP 6.....	\$ 38.72	33.69
GROUP 7.....	\$ 38.97	33.69
GROUP 8.....	\$ 39.22	33.69
GROUP 9.....	\$ 39.42	33.69
GROUP 10.....	\$ 39.72	33.69
GROUP 11.....	\$ 40.22	33.69
GROUP 12.....	\$ 40.65	33.69

WORK ON ALL MILITARY BASES:  
PREMIUM PAY: \$3.00 per hour additional.  
[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2

axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010

08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"